Our Lady Help of Christians

Trust Handbook of Personnel Policies

At Our Lady Help of Christians Catholic Academy Trust we are driven to develop our schools by our shared mission and the core principles that are embedded within it.

'To provide an inspirational, outstanding Catholic education for all the children and young people in our schools. Our ethos will be driven by shared values, which are lived each day, as we strive for excellence in all areas of our work and cherish every person in our care.'

Honourable Purpose: doing the right thing

Respect: treating others as you would like to be treated

Co-operation: working together

Compassion: wanting to help someone in need

Stewardship: looking after God's world for the future

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ACADEMY VEHICLE POLICY

1. Introduction

1.1. The Trust's vehicles (which includes minibuses) may only be used for recognised Trust or individual academy business. They may not, under any circumstances, to be used for non-Trust business or personal use. In the event of any misuse of the Trust's vehicles, the Trust reserves the right to charge staff for mileage and may also consider taking disciplinary action against staff.

1.2. This policy does not form part of any employee's contract of employment and is not intended to have contractual effect. The Trust reserves the right to amend this policy at any time.

1.3. This policy covers all individuals working at all levels and grades, including the CEO / Principal / Head Teacher , members of the Senior Management Team, officers, governors, trustees, members, directors, employees, contractors, trainees, homeworkers, part-time and fixed-term employees, casual and agency staff (collectively referred to as "Staff" in this policy).

1.4. You are required to inform the Trust of any changes to your driving licence immediately. Any endorsements and convictions received must be reported and may result in a review of the staff member's eligibility to drive a Trust vehicle.

2. Driver

2.1. The driver is responsible for:

2.1.1. vehicle condition on road

2.1.2. vehicle condition on return

2.1.3. care of the vehicle, passengers and behaviour

2.2. The driver may be assisted by other staff, but it is the driver who has overall responsibility.

3. Before setting off

3.1. The driver shall:

3.1.1. conduct vehicle checks (including fuel, seat belts etc)

3.1.2. collect and sign for the keys available from the local academy Receptionist

3.1.3. complete first part of User Logbook in the vehicle

4. During the journey

4.1. Students in Years 7-10 should not sit in the front of the cab

4.2. Students should not touch any controls in the cab including the radio

4.3. Students should not be given keys or be left unsupervised in the vehicle

4.4. Students should not be allowed on the roof or ladders

4.5. Food and drink must not be consumed in the vehicle

4.6. Smoking is not allowed at any time

4.7. 1:10 in supervision, not also driving.

5. On Returning to Local Academy

5.1. The driver, with the support of the relevant department is responsible for the following:

5.1.1. Completion of Vehicle Use Log including fault reporting;

5.1.2. Checking interior cleanliness – the vehicle must be returned in a clean and swept state **on point of return** – not the next day;

5.1.3. The closing and **locking** of **all** doors and windows including passenger/saloon windows and doors;

5.1.4. The untwisting and resetting of all passenger saloon seat belts so that they are closed across the seats, ready for the next user;

5.1.5. Checking that all lights, controls and radio are turned off before leaving the vehicle, in particular the radio, headlights and interior saloon lights;

5.1.6. The setting of the engine immobiliser switch;

5.1.7. The return of any vehicle equipment used, to the correct area, i.e. atlas, torch, first aid kit, luggage ropes, tarpaulin etc; and

5.1.8. Correct and prompt return of keys to the local academy Receptionist where possible, immediately on return. If this is not possible, then by 8.30 am the next working day. The keys must not be passed on to other staff directly, without the prior agreement of the local academy Receptionist. In an emergency, keys may be left with the local academy Caretaker. However, it is still the responsibility of the driver to check that the subsequent return of the keys to the local academy Receptionist has taken place.

6. Driving Guidelines

6.1. At no time and under no circumstances will the Trust condone speeding, driving whilst overtired, illegal parking leading to a fine or clamping, eating, drinking or using a hand-held mobile phone whilst driving. Every consideration should be given to driving in a way that is safe both to you and all other road users. Should the Trust be pursued for an unpaid fine, an appropriate amount will be deducted from your next salary payment or other monies due to you.

6.2. It is a criminal offence to use a mobile phone in a vehicle whilst driving unless via a recognised hands-free application. If you drive a Trust vehicle whilst on Trust or Academy business, you are reminded that you are <u>absolutely forbidden</u> to use your mobile phone whilst driving unless via a hands-free application. Such use is gross misconduct and will warrant summary dismissal.

6.3. Any accident when driving on Trust or local academy business, whether involving vehicle damage or not, and however minor in nature, must be reported as soon as possible on return to the local academy, both verbally and in writing to the local academy Business

Manager (briefly describing the damage in the User Log Book and in more detail on an accident/incident form, available from the local academy Business Manager).

6.4. Authorised drivers of Trust vehicles involved in accidents must not make admissions of liability nor make statements to third parties, unless under legal obligation to do so by the Police, without first consulting with a member of the Senior Leadership Team.

6.5. You are also requested to inform the local academy Business Manager when any Trust vehicle is found to be damaged in any way.

6.6. Should you be involved in an own fault accident, you may be required by the Trust to pay the excess charged by the insurance company and the cost of any uninsured losses. Such monies may be deducted from your pay or other monies due to you.

6.7. Only drivers who are regular drivers (at least 4 times a week) will be permitted to drive Trust vehicles.

6.8. On journeys of over 50 miles, or if the fuel gauge indicates it is necessary by showing only a quarter of a tank of fuel or less, users of the vehicle must replace the fuel used by refilling the tank. They can subsequently claim the cost back from the Trust by presenting receipts in the normal way. They must also write details in the User Logbook.

6.9. Only drivers who have passed an approved Proficiency Test and have a valid full driving licence with the correct driving categories will be allowed to drive Trust vehicles. No one under the age of 23 years is allowed to drive a Trusty vehicle, for insurance purposes.

6.10. The loss of keys must be reported immediately, and the replacement cost will be the responsibility of the Department on whose behalf the vehicle was being used.

6.11. On all journeys, a list of the names of the travellers must be left with Reception (staff and students) along with contact telephone numbers, destination and estimated return time. On all journeys requiring a second member of staff, a working mobile telephone must be taken, and the telephone number left at Reception before departure.

6.12. If in any doubt, ask for guidance before proceeding.

ADDITIONAL PAID AND UNPAID LEAVE

This policy applies to employees of the Trust only. It does not form part of any employee's terms and conditions of employment and is not intended to have any contractual effect. The Trust reserves the right to amend this policy at any time.

This Policy should be read in conjunction with the Trust's Annual Leave and family-friendly policies.

There are two separate issues involved in the granting of additional leave: whether or not it should be permitted and, if it is, whether or not salary should be paid. It is the responsibility of the CEO / Principal / Head Teacher to make decisions regarding leave, and whether the leave should be paid. Every effort must be made to ensure that fairness and equity is applied when making such decisions.

This policy does not contain an exhaustive list of reasons as to why additional leave may be requested by employees. However, leave for a reason not listed below may also be granted at the absolute discretion of the CEO / Principal / Head Teacher. All decisions must be based on an objective approach, applied consistently and a record kept of the reasons on which each decision is based.

Employees seeking any additional paid or unpaid leave should submit their requests for time off (and the reasons for the request) in writing to the CEO / Principal / Head Teacher, providing reasonable notice of the request (please see policy below for specific requirements).

1. Bereavement and Compassionate Leave

1.1. Bereavement leave is designed to help you cope with the death of a close relative, to deal with necessary arrangements and attend their funeral. The provisions below are separate to entitlements provided under the Parental Bereavement Leave policy.

1.2. Compassionate leave is designed to allow you take time off work when you need to deal with necessary arrangements for or assist a close relative who is seriously or critically ill.

1.3. For the purposes of this leave, close relatives are a spouse, civil partner or partner, child, stepchild, grandchild, parent, stepparent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister or brother or sister-in-law.

1.4. At the Trust's discretion, full-time employees may be granted the following in any 12-month period:

1.4.1. Up to 5 days' paid Bereavement Leave

1.4.2. Up to 5 days paid Compassionate Leave.

1.5. The above entitlement will be calculated pro rata for part-time staff, in accordance with their working days/hours when compared with a full-time equivalent employee.

1.6. The Trust may exercise its discretion to grant unpaid Compassionate or Bereavement leave in respect of any other relative or close friend, depending on the circumstances of each case.

1.7. If you are unable to return to work following a period of Bereavement or Compassionate leave you should contact the CEO / Principal / Head Teacher. It may be appropriate to take a period of sickness absence, annual leave or unpaid leave in those circumstances.

1.8. The Trust recognises that this may not always be possible to request Bereavement or Compassionate leave in advance. However, where possible you should make a request to the CEO / Principal / Head Teacher giving the reasons for your request and the number of days leave you would like to take. Where it is not possible to request leave in advance you should contact the CEO / Principal / Head Teacher as soon as possible.

1.9. In exceptional circumstances, the Trust may refuse a request for Compassionate leave. If so the CEO / Principal / Head Teacher will give you a written explanation for the refusal. If you are dissatisfied with this decision you may appeal to the Chair of Governors or make a complaint under the Trust's Grievance Policy and Procedure within five working days of receipt of the written reasons for refusal.

2. Dental and Medical Appointments

2.1. Routine dental and medical appointments are not subject to the rules governing sickness absence. Where possible, such appointments should be arranged outside employee's normal working hours or at the very least for the very beginning or very end of the working day to minimise disruption.

2.2. Any time taken off for such routine appointments will be considered as unauthorised, unless it taken with the express prior written authorisation from the Trust, at the discretion of the CEO / Principal / Head Teacher. The CEO / Principal / Head Teacher will keep a record of such appointments for absence monitoring purposes.

3. Disability Related Medical Appointments

3.1. Disability leave is distinct from sick leave. A reasonable period of paid time off may be granted by the Trust for any employee having a disability as defined by the Equality Act 2010.

3.2. Any employee requiring a medical examination relating to their health as affected by their disability is required to provide information of their medical condition to the Trust (following diagnosis of the condition in question) and should give notice of any appointments in advance of any examination as is practicable.

4. Adoption Leave

4.1. Employees are entitled to 52 weeks' Adoption Leave, comprising 26 weeks of Ordinary Adoption Leave and 26 weeks of Additional Adoption Leave.

4.2. Where a couple adopts jointly, only one person can take Adoption Leave, the other person may be able to take Paternity Leave instead.

4.3. If a child is placed under a local authority "fostering for adoption" or "concurrent planning" arrangement may also be entitled to Adoption Leave and pay. This also applies to surrogate parents who meet the eligibility criteria and who will be applying for a parental order.

4.4. In addition to Adoption Leave, qualifying employees with at least 26 weeks' continuous service with the Trust, and whose average weekly earnings are over the lower earnings limit, will be entitled to Statutory Adoption Pay, which is paid at the rate set by the Government.

4.5. Please refer to the Trust's Adoption Leave Policy for further details.

5. Time Off for Adoption Appointments

5.1. Eligible employees who are adopting through a UK or overseas adoption agency are entitled to attend a set number of adoptions appointments.

5.2. The right to time off for adoption appointments also applies to agency workers with at least 12 weeks' continuous service in the same role.

5.3. Please refer to the Trust's Time off for Adoption Appointments Policy for further details.

6. Time Off to Receive Ante-Natal Care

6.1. Pregnant employees are entitled to take reasonable time off with pay during working hours to receive ante-natal care. The Trust may require an employee who wishes to take time off for this purpose to provide medical certification of her pregnancy and an appointment card (with the exception of the first appointment).

6.2. The right time off for ante-natal care also applies to agency workers with at least 12 weeks' continuous service in the same role.

6.3. Please refer to the Trust's Time off for Ante-Natal Care Policy for further details.

7. Maternity Leave

7.1. Employees will be entitled to 52 weeks Maternity Leave, comprising 26 weeks of Ordinary Maternity Leave and 26 weeks of Additional Maternity Leave.

7.2. In addition to Maternity Leave, qualifying employees with at least 26 weeks' continuous service with the Trust, and whose average weekly earnings are over the lower earnings limit, will be entitled to Statutory Maternity Pay, which is paid at the rate set by the Government.

7.3. Please refer to the Trust's Maternity Policy for further details.

8. Maternity Support Leave

8.1. Maternity support leave of 5 days with pay will be granted to the child's father, civil partner, partner or nominated carer of an expectant mother at or around the time of the birth. A nominated carer will be required to demonstrate that they are the primary provider of support for the mother.

9. Parental Leave

9.1. If eligible, employees are entitled to statutory unpaid parental leave in relation to a child under the age of 18 that they have or expect to have parental responsibility for. The right applies in respect of each child and should be taken in blocks of one week, unless the child is disabled, in which case the leave may be taken in multiples of one day.

9.2. A maximum of four weeks of parental leave can be taken in any one year.

9.3. Please refer to the Trust's Parental Leave Policy for further details.

10. Parental Bereavement Leave

10.1. Parental Bereavement Leave applies to employees of the Trust only, irrespective of their length of service.

10.2. If eligible, employees will be entitled to two weeks' Parental Bereavement Leave in the event that they lose a child under the age of 18 or suffer a stillbirth from 24 weeks of pregnancy.

10.3. The leave may be taken in either a single block of two weeks or in two separate blocks of one week each. It can be taken at any time during the first 56 weeks after the child's death. This means that the leave can be matched to times when the employee may need it most, for example, in the early days or over the first anniversary).

10.4. In addition to Parental Bereavement Leave, qualifying parents with at least 26 weeks' continuous service with the Trust, and whose average weekly earnings are over the lower earnings limit, will be entitled to Statutory Parental Bereavement Pay (SPBP). SPBP is paid at the statutory rate set by the Government or 90% of their average weekly earnings if this is lower.

10.5. The Trust provided enhanced Parental Bereavement Pay and further details are contained in the Parental Bereavement Leave Policy.

10.6. Where the Trust offers enhanced bereavement/compassionate leave under another policy, which is more generous than that offered under the Parental Bereavement Leave Policy, the employee may choose which leave benefits them more. However, they cannot exercise their right to both entitlements separately in respect of the same child.

11. Paternity Leave

11.1. If eligible, employees are entitled to take one week, two non-consecutive weeks or two consecutive weeks Paternity Leave following the birth of their child or the placement of a child for adoption, where the employee has elected not to take Adoption Leave. This entitlement also applies to surrogate parents who meet the eligibility criteria and who will be applying for a parental order.

11.2. In addition to Paternity Leave, qualifying parents with at least 26 weeks' continuous service with the Trust, and whose average weekly earnings are over the lower earnings limit, will be entitled to Statutory Paternity Pay, which is paid at the rate set by the Government or 90% of their average weekly earnings if this is lower.

11.3. Please refer to the Trust's Paternity Policy for further details.

12. Shared Parental Leave

12.1. Shared Parental Leave provides eligible employees with more flexibility in how to share the care of their child in the first year following birth or after a child has been placed with them for adoption.

12.2. There is no autonomous right to Shared Parental Leave; the right only arises where the mother or primary adopter chooses to curtail their statutory maternity or adoption leave and share the remaining entitlement.

12.3. Please refer to the Trust's Shared Parental Leave Policy for further details.

13. Time Off for Dependants

13.1. All employees have the right to take a reasonable amount of unpaid time off work to deal with certain unforeseen situations affecting their dependants.

13.2. Please refer to the Trust's Time off for Dependants Policy for further details.

14. Jury Service

14.1. If an employee is required to attend court for jury service, they should notify the CEO / Principal / Head Teacher of the date and estimated length of absence immediately on receipt of the jury summons.

14.2. The amount of time off will be granted subject to provision of appropriate evidence in the form of the original jury summons.

14.3. Time off for Jury Service will be unpaid and employees should submit a claim to the court for travelling and food expenses and for loss of earnings. The court will supply the employee with a form which they should ask the H.R. Manager to complete for them giving details of the employee's daily rate of pay. Once complete, employees should take this form to the court with them on their first day of Jury Service.

14.4. On the first day of return after Jury Service has been completed, the employee should give the CEO / Principal / Head Teacher details of all the days or half days they were actually in court.

15. Public Duties

15.1. If an employee requires time off to perform a public duty, for example, as a member of a local authority or governing body of an educational establishment, the reserve armed forces or retained fire fighters, the period of paid time off will be granted at the Trust's absolute discretion.

16. Time Off in Redundancy Situations

16.1. Employees under notice of termination of employment by reason of redundancy and who will have at least two years' service on the date that the notice expires are entitled to a reasonable amount of paid time off to look for other work or to make arrangements for re-training.

17. Time Off to Carry Out Trade Union Duties

17.1. Employees who are trade union officials or trade union representatives elected in accordance with the rules of the trade union, and who are concerned with employee relations at work, have the right to request reasonable time off with pay during working hours to carry out trade union duties and undergo relevant training for those duties. Any request for time off must be submitted in writing to the CEO / Principal / Head Teacher.

17.2. This entitlement applies only to independent trade unions recognised by the Trust for collective bargaining purposes.

17.3. The Trust recognises the following trade unions for collective bargaining purposes:

17.3.1. Unison

17.3.2. NAHT

17.3.3. ASCL

17.3.4. ATL

17.3.5. NEU

17.3.6. NASUWT

18. Time Off for Health and Safety Representatives

18.1. Under the Health and Safety at Work Act 1974 (as amended) a recognised trade union may appoint, or employees may elect, safety representatives from amongst the Trust's employees. These representatives are entitled to carry out relevant activities during what would otherwise be normal working hours.

19. Time Off to Take Part in Trade Union Activities

19.1. An employee has the right to request a reasonable amount of time off without pay to take part in the activities of their trade unions where the union is an independent trade union recognised by the Trust for collective bargaining purposes. Any request for time off must be submitted in writing to the CEO / Principal / Head Teacher.

20. Secondment

20.1. This is prolonged leave of absence concerning mainly the teaching staff, which allows an employee to work for another academy or educational establishment. The employee returns to their substantive role with the Trust at the end of the secondment. Secondments which last more than a couple of years may cause problems of reintegration into the Trust on the employee's return so the Trust will need to consider very carefully any request to be absent for more than a year or two at a time. The granting of any secondment will be at the absolute discretion of the Trust.

20.2. Where a secondment is agreed, the leave of absence for secondment will be unpaid if the employee receives a salary from the Trust or educational establishment to which they are seconded. In all other circumstances, the terms of remuneration during a secondment will be at the absolute discretion of the Trust. All benefits and conditions of employment may be suspended during the period of secondment and a return to the employee's substantive position at the end of the secondment cannot be guaranteed.

21. Religious Festivals and Observations

21.1. Employees who have particular religious or cultural needs which conflict with normal working arrangements may be allowed to take annual leave, flexi-leave (where applicable) or unpaid leave, subject to service needs. Working arrangements may be adapted to enable such needs to be met, where reasonably practicable. Staff wishing to take leave in accordance with their religious beliefs should give the CEO / Principal / Head Teacher 28 days' written notice of this intention unless it is not practicable to do so (e.g., if you are a new employee).

22. Time Off to Train

22.1. The Trust is committed to developing the skills of its employees and recognises that training can benefit the Trust and its staff. Staff should receive training appropriate to their role, subject to operational and budgetary considerations.

22.2. Members of the Senior Leadership Team are responsible for identifying and monitoring staff training and development needs on an on-going basis.

22.3. The Trust recognises that employees may still have a wish to further develop their skills. Eligible employees have a statutory right to request time off work for study or training.

22.4. Employees who wish to undertake any form of training relevant to their role should raise the matter informally with their Line Manager in the first instance.

23. Examination Leave

23.1. Examination leave to sit an exam may be given at the Trust's absolute discretion for qualification and short courses. Employees are referred to the particulars of any Training Agreement that they have entered into with the Trust.

ADOPTION POLICY

1. **Introduction**

1.1. This policy outlines the statutory rights and responsibilities of employees who adopt and sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK or overseas adoption agency.

1.2. This policy only applies to employees and does not apply to agency workers or the self-employed.

1.3. It is provided to all employees for guidance only. It does not form part of any individual's contract of employment with the Trust and is not intended to have contractual effect. Subject to minimum statutory requirements from time to time in force, the Trust reserves the right to vary and amend this policy and any procedure under it at any time and will notify all employees of the details of the change as soon as is reasonably practicable.

2. Eligibility for Adoption Leave

2.1. Adoption leave is only available to eligible employees who are adopting through a UK or overseas adoption agency. It is not available if there is no agency involved, for example, if you are formally adopting a stepchild or other relative. If you have a child placed with you under a local authority "fostering for adoption" or "concurrent planning" arrangement, or you are entering into a surrogacy arrangement under which you will be applying for a parental order, you may also be entitled to adoption leave and pay.

2.2. In some cases, you and your spouse, civil partner or partner may be eligible to opt into the shared parental leave (SPL) scheme which gives you more flexibility to share the leave and pay available in the first year after the child is placed with you. However, one of you must take at least two weeks' adoption leave first. Details of SPL are set out in the Shared Parental Leave Policy.

3. Entitlement to Adoption Leave

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

3.1.1. You are adopting a child through a UK or overseas adoption agency;

3.1.2. The adoption agency has given you written notice that it has matched you with a child for adoption and tells you the date the child is expected to be placed into your care with a view to adoption (**Expected Placement Date**);

3.1.3. You have notified the agency that you agree to the child being placed with you on the Expected Placement Date;

3.1.4. Your spouse, civil partner or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

3.2. The maximum adoption leave entitlement is 52 weeks, consisting of 26 weeks' Ordinary Adoption Leave (**OAL**) and 26 weeks' Additional Adoption Leave (**AAL**).

4. Notification Requirements

4.1. Not more than 7 days after the agency notifies you in writing that it has matched you with a child (or where that is not reasonably practicable, as soon as reasonably possible), you must give the Trust notice in writing of the Expected Placement Date, and your intended start date for adoption leave (Intended Start Date).

4.2. The Trust will write to you within 28 days to inform you of your Expected Return Date assuming you take your full entitlement to adoption leave.

4.3. In addition, you must also provide us with:

4.3.1. a Matching Certificate from the adoption agency confirming:

4.3.2. the agency's name and address

4.3.3. the name and date of birth of the child;

4.3.4. the date you were notified of the match; and

4.3.5. the EPD; and

4.3.6. written confirmation that you intend to take statutory adoption pay and not statutory paternity pay.

5. Overseas Adoption

5.1. If you are adopting a child from overseas this policy applies with the modifications set out in this paragraph.

5.2. Firstly, you must have received notification that the adoption has been approved by the relevant UK authority (Official Notification).

5.3. You are then required to give the Trust notice in writing of the following:

5.3.1. your intention to take adoption leave;

5.3.2. the date you received Official Notification; and

5.3.3. the date the child is expected to arrive in Great Britain.

5.4. You are required to give this notice to the Trust 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).

5.5. Further, you must also give the Trust 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.

5.6. In addition, within 28 days of the date the child arrives in Great Britain you must also notify the Trust of that date.

5.7. The Trust may also ask for a copy of the Official Notification and evidence of the date the child arrived in Great Britain and will notify of this requirement in writing if applicable.

6. Starting Adoption Leave

6.1. Ordinary Adoption Leave 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.

6.2. You must notify the Trust of your Intended Start Date in accordance with the above provisions. The Trust will then write to you within 28 days to inform you of the date it will expect you to return to work if you take your full entitlement to adoption leave (Expected Return Date).

6.3. If you want to change your Intended Start Date, please tell the Trust in writing. You should tell the Trust as soon as you can, but wherever possible you must tell it at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). The Trust will then write to you within 28 days to inform you of your new Expected Return Date.

7. Informal Meeting Before Adoption Leave Starts

7.1. Shortly before your adoption leave starts, the CEO / Principal / Head Teacher or local academy Business Manager will contact you to arrange an informal meeting with you in which we shall 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.

7.2. You may also find this a useful opportunity to discuss any concerns questions or queries that you may have before your adoption leave commences. Unless you expressly request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

8. Entitlement to Statutory Adoption Pay

8.1. Statutory Adoption Pay (SAP) is payable for up to 39 weeks. It stops being payable if you return to work sooner or if the placement is disrupted.

8.2. You are entitled to SAP if:

8.2.1. you have been continuously employed for at least 26 weeks ending with the week in which the agency notified you that you had been matched with a child (Qualifying Week) and are still employed by the Trust during that week; and

8.2.2. your average weekly earnings during the eight weeks ending with the Qualifying Week (the Relevant Period) are not less than the lower earnings limit set by the government; and

8.2.3. You have given us the relevant notification.

8.3. SAP is calculated as follows:

8.3.1. First six weeks: SAP is paid at the Earnings-Related Rate of 90% of your average weekly earnings with no upper limit calculated over the Relevant Period;

8.3.2. Remaining 33 weeks: SAP is paid at the Prescribed Rate which is set by the Government for the relevant tax year; or the Earnings-Related Rate if this is lower.

8.4. 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.

8.5. 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 and complied with the notification provisions set out in this policy.

8.6. In such cases, SAP shall start 14 days before the Expected Placement Date or the day after your employment ends, whichever is the later.

9. Pay Rises Before the End of Adoption Leave

9.1. 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.

9.2. In practical terms, this means that your SAP will be recalculated and increased retrospectively, or that you may qualify for SAP if you did not previously qualify.

9.3. The Trust will 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.

9.4. Any future SAP payments at the Earnings-Related Rate (if any) will also be increased as necessary.

10. Terms and Conditions of Employment During Adoption Leave

10.1. All the terms and conditions of your employment remain in force during OAL and AAL, except for the terms relating to pay.

10.2. Terms relating to pay include, but are not limited to:

10.2.1. annual leave entitlement under your contract shall continue to accrue (see below); and

10.2.2. pension benefits shall continue (see below).

10.2.3. salary sacrifice schemes may or may not apply during the whole period of adoption leave. Please seek further details with regards to the specific terms of the scheme.

11. Annual Leave Entitlement During Adoption Leave

11.1. During OAL and AAL, your normal annual leave will accrue at the rate provided under your contract.

11.2. Annual leave entitlement cannot usually be carried over from one holiday year to the next and employees are normally required to take their holiday entitlement within the holiday year in which it accrues or forfeit any accrued but untaken holiday entitlement at the end of the holiday year.

11.3. However, the Trust recognises that this may operate in such a way as to unfairly disadvantage employees who elect to take the maximum statutory entitlement to adoption leave. As such, special exceptions apply in the case of adoption leave.

11.4. The CEO / Principal / Head Teacher or local academy Business Manager will usually hold an informal meeting to discuss the best way to manage your holiday entitlement during your

proposed period of adoption leave as soon as possible after notification of your Intended Start Date. The options the Trust will consider with you may include:

11.4.1. Arrangement to take the period of holiday entitlement that you would have accrued but been unable to take during that holiday year by reason of proposed adoption leave dates prior to the commencement of adoption leave;

11.4.2. Arrangement to allow for an exceptional carry-over of such holiday entitlement to the following year to be taken at such time or times as the Trust's operational needs and requirements dictate;

11.4.3. Discussion regarding the possibility of changing the Intended Start Date of your adoption leave voluntarily to enable you to take your holiday entitlement prior to commencing your adoption leave. If you wish to choose this option, you will be required to submit notification of intention to delay the start of your adoption leave as above within 28 days of the originally intended start date;

11.4.4. Discussion regarding the possibility of changing your intended adoption leave dates, voluntarily, by substituting days of AAL which are unremunerated for holiday days which will be paid at your normal rate of pay. If you wish to choose this option, you will be required to submit notification of intention to alter your Expected Return Date.

11.5. The Trust must in considering the alternatives with you have regard to its operational requirements, needs and demands throughout the academic term to ensure that a mutually satisfactory arrangement can be reached.

12. Pension Entitlements

12.1. During OAL and any further period of paid adoption leave, the Trust shall continue to make any employer contributions that it usually makes into the Teachers' Pension Scheme or the Local Government Pension Scheme, if applicable, based on what your earnings would have been if you had not been on adoption leave provided that you continue to make contributions based on the adoption pay you are receiving. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact the relevant Pensions Administrator directly.

12.2. During unpaid AAL and any further period of unpaid adoption leave, the Trust will not make any payments into the Teachers' Pension Scheme or the Local Government Pension Scheme and the time shall not count as pensionable service. Members of the Teachers' Pension Scheme are not obliged to make up for any missed contributions at a later date but may do so if they wish. Staff who are members of the Local Government Pension Scheme may pay back their pension contributions for the period of unpaid adoption leave following their return to work and must inform the Trust if they intend to do this within 30 days of returning to work. If pension contributions are not paid during the unpaid period of adoption leave, this period will not count in the calculation of pensionable service.

13. Redundancy During Adoption Leave

13.1. In the event your post is affected by a redundancy situation occurring during your adoption leave, the Trust shall write to you to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

13.2. Where a redundancy situation arises, you shall be given first refusal on any suitable alternative employment that is appropriate to your skills:

- whilst you are on adoption leave; or
- where you have returned to work from adoption leave which ended on or after 6th April 2024, and are within 18 months from the placement of adoption (or the date the child enters Great Britain if adopting from overseas)

14. Disrupted Adoption

14.1. Adoption leave is treated as disrupted if it has started but:

14.1.1. you are notified that the placement will not take place;

14.1.2. the child is returned to the adoption agency after placement; or

14.1.3. the child dies after placement.

14.2. In case of disruption, your entitlement to adoption leave and pay (if applicable) will continue for a further eight weeks from the end of the week in which disruption occurred, unless your entitlement to leave and/or pay would have ended earlier in the normal course of events.

14.3. If such circumstances arise, you are required to notify the Trust as soon as reasonably practicable so that your continued entitlement can be correctly administered for you.

15. Keeping in Touch During Adoption Leave

15.1. The Trust may make reasonable contact with you from time to time during your adoption leave and will continue to inform you of internal news, job vacancies and social events unless you expressly ask it not to before your leave commences.

15.2. You may also work (including attending training) on up to 10 usual working days during adoption leave without bringing your adoption leave or SAP to an end. This is by no means compulsory and arrangements, including any additional pay, would be set by agreement with the CEO / Principal / Head Teacher or local academy Business Manager. You will usually be paid at your normal basic rate of pay for time spent working on a Keeping in Touch Day (KIT Day) and this will be inclusive of any adoption pay entitlement. Alternatively, the Trust may agree to you receiving the equivalent time off in lieu.

16. Returning to Work

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

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

16.1.2. discussing any necessary training needs; and

16.1.3. discussing any changes to working arrangements (for example, if you have made a request to work flexibly - see below)

16.2. Once you have notified the Trust in writing of your Intended Start Date, the Trust shall send you a letter within 28 days to inform you of your Expected Return Date.

16.3. If your start date changes, the Trust shall write to you within 28 days with a revised Expected Return Date.

16.4. The Trust expects you to return on the Expected Return Date unless you tell it otherwise (see below). It is helpful to the Trust if you confirm during your adoption leave that you will be returning to work as expected.

16.5. If you wish to return to work earlier than the Expected Return Date, you must give us at least eight weeks' notice. It is helpful if you give this notice in writing.

16.6. If you do not give enough notice, the Trust may postpone your return date until four weeks (or eight weeks as appropriate) after you gave notice, or to the Expected Return Date if sooner.

16.7. If you wish to return later than the Expected Return Date, you should either:

16.7.1. request unpaid parental leave in accordance with the Trust's parental leave policy, giving us as much notice as possible but not less than 21 days; or

16.7.2. request paid annual leave in accordance with your contract, which will be at the Trust's discretion.

16.8. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and the Trust's usual sickness policy will apply.

16.9. In any other case, late return will be treated as unauthorised absence and may result in disciplinary action under the Trust's Disciplinary Policy and Procedure.

17. Rights on Return to Work After Adoption Leave

17.1. You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent.

17.2. However, if you have taken any period of AAL or more than four weeks' parental leave, and it is not reasonably practicable for the Trust to allow you to return into the same position; it may provide you with another suitable and appropriate job on terms and conditions that are not less favourable.

18. Deciding not to Return

18.1. If you do not intend to return to work, or are unsure, it is helpful if you discuss this with us as early as possible. If you decide not to return you should give notice of resignation in accordance with your contract.

18.2. The amount of adoption leave left to run when you give notice, must be at least equal to your contractual notice period; otherwise, the Trust may require you to return to work for the remainder of the notice period.

18.3. Once you have given notice that you will not be returning to work, you cannot change your mind without the Trust's agreement.

18.4. This does not affect your right to receive SAP.

19. **Switching to Shared Parental Leave**

19.1. In some cases, you and your spouse, civil partner 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 spouse, civil partner or partner should check with their employer that they are eligible.

19.2. You would need to give the Trust 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 two weeks' adoption leave. You would then be able to share any remaining leave with your spouse, civil partner or partner.

19.3. Please refer to the Trust's Shared Parental Leave Policy for further details.

20. **Flexible Working**

20.1. The Trust 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. However, employees should note that there is no absolute right to insist on working part-time, only a statutory right to request flexible working.

20.2. The Trust will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business.

20.3. It is helpful if requests are made as early as possible.

20.4. Employees should refer to the Trust's Flexible Working Policy for further details.

ALLEGATIONS OF ABUSE AGAINST STAFF IN SCHOOL

1. Introduction

1.1. All employers are under an absolute duty to promote and safeguard the welfare of children at their school, and to have regard to guidance issued by the Secretary of State in so doing. Our Lady Help of Christians Catholic Academy Trust takes this responsibility seriously and will ensure that any allegation of abuse made against a teacher or other member of staff, contractor or volunteer is dealt with fairly, quickly and consistently, in accordance with the DfE guidance on Keeping Children Safe in Education (KCSIE).

1.2. This policy has two parts to it in line with the DfE KCSIE guidance. Section One deals with allegations that may meet the harm threshold (set out below). Section Two deals with allegations or concerns that do not meet the harm threshold, referred to as "low-level concerns".

1.3. All members of staff will be made aware of this policy during induction.

2. Allegations that may meet the harm threshold

2.1. The procedure documented within this section of the policy must be used in any case where it is alleged that a teacher or other member of staff, supply teacher, contractor or volunteer engaged directly by the Trust has:

2.1.1. behaved in a way that has harmed or may have harmed a child; and/or

2.1.2. possibly committed a criminal offence against or related to a child; and/or

2.1.3. behaved towards a child or children in a way that indicates the member of staff may pose a risk of harm to children; and/or

2.1.4. behaved or may have behaved in a way that indicates the member of staff may not be suitable to work with children.

2.2. The Trust refers to the above criteria as the "harm threshold".

2.3. The procedure set out below may be varied where the individual concerned is not an employee, to the extent it is appropriate in light of their working status. In addition, in the case of volunteers or supply teachers and contractors engaged via third parties, an alternative process may apply after a concern has been raised. Please see the final paragraph of Section Two.

3. How concerns arise

3.1. Concerns about the possible abuse of children by staff will usually arise in one of two ways, either:

3.1.1. a direct allegation by a student or a third party, for example a parent; or

3.1.2. an observation by a member of staff that the behaviour of a colleague is inappropriate or potentially or actually abusive.

3.2. In either case, the concern must be recorded and reported to the CEO / Principal / Head Teacher immediately, unless the allegations are about the CEO / Principal / Head Teacher in which case, it must be reported to the Chair of Governors. If the CEO / Principal / Head Teacher is absent, the allegation should be reported to the teacher in charge.

3.3. As this is a statutory duty, the Trust expects all members of staff in the Trust, where they have concerns, to report them in accordance with this policy.

4. Initial action

4.1. Where it is identified that a child has been harmed, there may be an immediate risk of harm to a child or if the situation is an emergency, staff should contact the local authority children's social care and, as appropriate, the police immediately in line with Part One of KCSIE.

4.2. The CEO / Principal / Head Teacher or Chair of Governors will ensure that they have a full understanding of what is being alleged from the member of staff or third party, only speaking to the child if it is unavoidable or it is the child making the allegation.

4.3. The CEO / Principal / Head Teacher or Chair of Governors will simply establish that:

4.3.1. an allegation has been made;

4.3.2. the general nature of the allegation;

4.3.3. when and where the incident is alleged to have occurred;

4.3.4. whether the individual did or could have come into contact with the child;

4.3.5. who was involved;

4.3.6. any other persons present/witnesses; and

4.3.7. whether there is CCTV footage.

4.4. The matter will not be discussed with the person who is the subject of the allegation at this stage.

5. Consultation and referral

5.1. It is important to ensure that even allegations that appear to be less serious are followed up and taken seriously and that they are examined objectively by someone independent of the Trust concerned.

5.2. If the allegation meets any of the harm threshold set out above, the CEO / Principal / Head Teacher or Chair of Governors must report it to the Local Authority Designated Officer (LADO) on the same day. The contact in Cheshire East is 01270 685904.

6. Initial consideration of the allegation

6.1. The LADO's first step will be to discuss the allegation with the CEO / Principal / Head Teacher or Chair of Governors to confirm details of the allegation and establish that it is not demonstrably false or unfounded.

6.2. If the parents/carers of the child concerned are not already aware of the allegation, the LADO will also discuss how and by whom they should be informed.

6.3. In some circumstances the Trust may advise parents of an incident involving their child straight away, for example, if the child has been injured while at school or in a school related activity and requires medical treatment.

6.4. The CEO / Principal / Head Teacher will usually inform the accused person about the allegations as soon as possible after consulting the LADO. However, where a strategy discussion is needed, this will be deferred until after consultation with the police, children's social care and any other agencies, as appropriate, has taken place, and there is agreement about what information can be disclosed to the person.

6.5. If the person is a member of a union or professional association, they will be advised to contact that organisation at the outset.

6.6. Where the CEO / Principal / Head Teacher or Chair of Governors is concerned about the welfare of any child, they should discuss this with the Designated Safeguarding Lead and make a risk assessment of the situation. The Designated Safeguarding Lead may need to make a referral to children's social care.

7. Strategy Meeting / Evaluation with Police

7.1. If the allegation is not demonstrably false or unfounded, a formal referral will be made to LADO and a strategy meeting may be planned. A strategy discussion will be convened in accordance with "Working Together to Safeguard Children".

7.2. There may be up to three strands in the consideration of an allegation:

7.2.1. a police investigation of a possible criminal offence;

7.2.2. enquiries and assessment under section 47 of the Children Act 1989 if a child is in need of protection or under section 17 of the Children Act 1989 if the child appears to be in need of services; and

7.2.3. consideration by the employer of disciplinary action in respect of the individual.

7.3. A senior Trust representative, CEO / Principal / Head Teacher or Chair of Governors will attend any strategy meeting, unless there are good reasons not to do so, and provide details about the circumstances and context of the allegation and the student and member of staff concerned.

8. Suspension

8.1. The possible risk of harm to children posed by an accused person needs to be assessed and managed – in respect of the child or children involved in the allegation, and any other children in the accused individual's home, work or community life.

8.2. Suspension will be considered in any case where:

8.2.1. there is cause to suspect a child or children is or are at risk of harm;

8.2.2. the allegation warrants formal investigation by the police;

8.2.3. there is a likelihood that evidence may be tampered with, or witnesses intimidated; or

8.2.4. the allegation is so serious that it might be grounds for dismissal.

8.3. The Trust will consider carefully whether the circumstances of a case warrant a person being suspended from contact with the children until the allegation is resolved. In deciding whether to suspend a member of staff, the Trust will consider advice given at a strategy meeting and any risk assessment. The Trust will also take into account the potential permanent professional reputational damage to employees that can result from suspension where the allegation is later found not to be substantiated. All options to avoid suspension will be considered prior to suspending an employee.

8.4. The following alternatives will be considered by the CEO / Principal / Head Teacher or Chair of Governors before suspending a member of staff:

8.4.1. redeployment within the Trust so that the individual does not have direct contact with the child or children concerned

8.4.2. providing an assistant to be present when the individual has contact with children

8.4.3. redeploying to alternative work in the Trust so the individual does not have unsupervised access to children

8.4.4. moving the child or children to classes where they will not come into contact with the member of staff, only where this is in the best interests of the child or children taking their view into account. In such cases it will be made clear that this is not a punishment and parents have been consulted; or

8.4.5. temporarily redeploying the member of staff to another role in a different location.

8.5. If immediate suspension is considered necessary, the rationale and justification for such a course of action will be agreed and recorded, including what alternatives to suspension have been considered and why they were rejected.

8.6. If an employee is suspended, they will be informed of this in writing and provided with a named contact at the Trust.

9. Action where police or local authority investigation is not necessary

9.1. If the complaint or allegation is such that:

9.1.1. it is clear that a criminal and/or child protection enquiries are not necessary, or

9.1.2. the strategy discussion or initial evaluation decides that is the case.

9.2. The CEO / Principal / Head Teacher or Chair of Governors will discuss the next steps with the LADO.

9.3. In those circumstances, the options open to the Trust depend on the nature and circumstances of the allegation and the evidence and information available and will range from taking no further action or giving professional advice as part of an informal warning to conducting formal disciplinary action that could lead to dismissal or lesser formal warning.

9.4. Where **no further** action will be taken, the CEO / Principal / Head Teacher or Chair of Governors will record the decision and justification for it and agree on what information should be put in writing to the individual concerned and by whom.

9.5. If the nature of the allegation does **not require formal disciplinary action/investigation**, the CEO / Principal / Head Teacher will institute appropriate action within three working days. This would normally be professional advice or an informal warning - although a record will be kept of this.

9.6. Where **further enquiries will be needed** to enable a decision about how to proceed, the CEO / Principal / Head Teacher or Chair of Governors will agree with the LADO how and by whom the investigation will be undertaken.

9.7. In straightforward cases, such investigation should normally be undertaken by a senior member of staff of the Trust. However, if there is a lack of appropriate resources within the Trust or if the nature or complexity of the allegation so requires, an independent investigator will be appointed.

9.8. The following definitions will be used when determining the outcome of any investigation:

9.8.1. **Substantiated:** there is sufficient evidence to prove the allegation

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

9.8.3. **False:** there is sufficient evidence to disprove the allegation

9.8.4. **Unsubstantiated:** there is insufficient evidence to either prove or disprove the allegation. The term, therefore, does not imply guilt or innocence

9.8.5. **Unfounded:** to reflect cases where there is no evidence or proper basis which supports the allegation being made.

9.9. On receipt of the report of the disciplinary investigation, the CEO / Principal / Head Teacher or Chair of Governors should consult the LADO and decide whether a disciplinary hearing is needed within two working days. If a hearing is needed it should be held within 15 working days.

10. Action where police or local authority investigation is necessary

10.1. The police or the Crown Prosecution Service (CPS) should inform the Trust and LADO straight away:

10.1.1. if it is decided to close an investigation without charge; or

10.1.2. if it is decided not to prosecute after the person has been charged; or

10.1.3. when a criminal investigation and any subsequent trial is complete.

10.2. In those circumstances, the LADO will discuss with the CEO / Principal / Head Teacher or Chair of Governors whether any further action, including disciplinary action is appropriate and, if so, how to proceed. The information provided by the police and/or children's social care services will inform that decision.

11. Supporting those involved

11.1. The CEO / Principal / Head Teacher or Chair of Governors will notify the parents or carers of the child or children involved as soon as possible if they are not already aware of it, having consulted the LADO, children's social care and/or the police on the information that can be disclosed. Parents and carers should be reminded of the requirement to maintain confidentiality and made aware that there are restrictions on publishing information under the Education Act 2002. They will be kept informed of the progress of the case only to the extent it relates to their child (not information concerning the staff member).

11.2. The Trust recognises that this is likely to be a very stressful time for the member of staff concerned and will also keep them informed of the progress of the case as soon as possible and explain the likely course of action, provided there is no objection from children's social care services or the police and will be guided by them. The Trust will also consider what other support is appropriate for the individual.

11.3. Access to counselling services or medical advice should be provided and if the person is suspended, the Trust should also keep the individual informed about developments at the Trust and provide the employee with a named contact at the Trust. If the person is a member of a union or professional association, they should be advised to contact that body at the outset.

12. Confidentiality

12.1. Any investigation will be conducted in confidence. Every effort will be made to maintain confidentiality and guard against unwanted publicity while an allegation is being investigated or considered.

12.2. No-one in the Trust may provide any information to the press or media that might identify an individual under investigation, while an allegation is being investigated or considered. In addition, it is an offence to publish (including by speech or writing) any material that could lead to the identification of a teacher against whom there is an allegation, including on social media.

12.3. No-one in the Trust may disclose any information to anyone about the details of an investigation, as this may prejudice the right of the person under investigation to a fair hearing.

12.4. The CEO / Principal / Head Teacher or Chair of Governors should take advice from the LADO, police and children's social care services to agree the following:

12.4.1. Who needs to know and, importantly, exactly what information can be shared;

12.4.2. How to manage speculation, leaks and gossip;

12.4.3. What, if any information can be reasonably given to the wider community to reduce speculation; and

12.4.4. How to manage press interest if and when it should arise.

13. Timescales

13.1. The Trust will endeavour to follow the timescales set out in the guidance for such investigations, as long as this is consistent with a fair and thorough investigation. However, it is acknowledged that serious and complex allegations are unlikely to be resolved quickly, particularly where specialist evidence is needed, or the matter comes to a contested trial.

14. Oversight and Monitoring

14.1. The Trust will work closely with the LADO who has overall responsibility for oversight of the procedures for dealing with allegations.

14.2. The CEO / Principal / Head Teacher or Chair of Governors will usually review the progress of the case within four weeks of the initial assessment. Subsequent reviews will usually take place at fortnightly or monthly intervals, depending on the complexity of the case.

15. Outcomes and action on conclusion of a case

15.1. Unsubstantiated, unfounded, false or malicious allegations

15.1.1. If an allegation is found to be unsubstantiated, unfounded, false or malicious, the LADO and the CEO / Principal / Head Teacher or Chair of Governors should consider if the child or person who made the allegation needs help or may have been abused by someone else, in which case a referral to children's social care may be appropriate.

15.1.2. In the rare event that an allegation is shown to have been deliberately invented or malicious, the CEO / Principal / Head Teacher will consider whether any disciplinary action is appropriate against the individual who made it; or whether the police should be asked to consider if action might be appropriate against the person responsible, even if they are not a student.

15.2. Substantiated allegations

15.2.1. Where an allegation is substantiated and the person is dismissed or their services cease to be used, or the person resigns or ceases to provide their services, the LADO should discuss the case with the CEO / Principal / Head Teacher or Chair of Governors and their HR advisor to discuss whether a Disclosure and Barring Service (DBS) referral is required and in the case of an individual engaged in teaching work, whether a referral to the Teaching Regulation Agency (TRA) is required.

16. TRA / DBS Referral

16.1. There is a legal requirement for employers to make a referral to the DBS where they consider that an individual has engaged in conduct that harmed (or is likely to harm) a child; or if a person otherwise poses a risk of harm to a child.

16.2. In the case of a member of staff engaged in teaching work (which may include support staff such as TAs, HLTAs, Instructors and unqualified teachers as well as teachers), the Trust needs to consider whether to refer the matter to the TRA to consider prohibiting them from teaching.

17. Returning to Work

17.1. In cases where it is decided on the conclusion of the case that a person who has been suspended can return to work, the Trust will consider how best to facilitate that, with advice from the LADO or HR as appropriate. Consideration will also be given to how best to manage the individuals' contact with the child or children who made the allegation if they are still in attendance at the Trust.

18. Resignations and settlement agreements

18.1. Where a person under investigation tenders their resignation, or ceases to provide their services, the investigation into the allegation will still need to be completed in accordance with guidance and every effort made to reach a conclusion.

18.2. It is important that every effort is made to reach a conclusion in all cases of allegations bearing on the safety or welfare of children, including any in which the person concerned refuses to cooperate with the process.

18.3. Where possible, the individual will be given an opportunity to answer the allegation and make representations about it. Even if the individual does not cooperate, the Trust will continue to record the allegation, evidence and judgment on the basis of the information available wherever possible. The individual will be notified accordingly of the outcome and any sanctions that might be posed, where possible.

18.4. The Trust will not enter into "settlement agreements" by which if a person agrees to resign, the Trust agrees not to pursue disciplinary action and both parties agree a form of words to be used in any future reference, in circumstances where the allegations indicate the individual is a risk or poses a risk of harm to children or is deemed not suitable to work with children.

18.5. It is also not appropriate to use a settlement agreement if the individual resigns or their services cease to be used.

18.6. Settlement Agreements should also not be entered into in cases where the individual refused to cooperate or resigns before the person's notice period expires.

18.7. Where a settlement agreement is entered into, it will not prevent the Trust from referring the matter to the DBS, providing a reference to potential employers when requested or making a referral to the TRA.

19. Record keeping

19.1. Where the outcome of the allegation is that it is substantiated, unfounded or unsubstantiated, the following information will be kept on the individual's personnel record:

19.1.1. a clear and comprehensive summary of any allegations made;

19.1.2. details of how the allegation was followed up and resolved;

19.1.3. a note of any action taken, and decisions reached, including the outcome e.g. substantiated, unfounded or unsubstantiated);

19.1.4. a copy provided to the person concerned, where agreed by children's social care or the police; and

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

19.2. If the allegations are found to be false or malicious, the Trust will remove them from the employee's personnel record.

19.3. At the conclusion of the investigation, if the person under investigation is exonerated, the Trust will write to the person confirming this, and send a copy to the LADO and place a copy on the person's personnel file.

19.4. The Trust has an obligation to preserve records which contain information about allegations of sexual abuse for the Independent Inquiry into Child Sexual Abuse (IICSA) for the term of the inquiry. All other records will be retained at least until the employee reaches normal pension age or for 10 years from the date of the allegation if that is longer. The purpose of the record is to enable accurate information to be given in response to any future reference request, where appropriate, and to provide clarification in future DBS checks and help prevent unnecessary re-investigation if an allegation resurfaces after a period of time.

20. References

20.1. Cases in which an allegation was proven to be false, unsubstantiated, unfounded or malicious will not be included in employer references. Any repeated concerns or allegations which have all been found to be false, unsubstantiated, unfounded or malicious will not be included in any reference.

20.2. Where substantiated concerns or allegations meet the harm threshold, the outcome will be made clear when the Trust provides references to prospective employers.

21. Learning lessons

21.1. Throughout the process of handling allegations and at the conclusion of a case in which an allegation is substantiated the CEO / Principal / Head Teacher or Chair of Governors will review the case with the LADO to determine whether there are any improvements to be made to the Trust's procedures or practice to help prevent similar events in the future. This includes issues arising from a decision to suspend a member of staff, its duration, whether the suspension was justified, using suspension where an individual is later reinstated and how future investigations of a similar nature could be carried out without suspension.

21.2. For all other cases, where the allegation was found to be unfounded, false, malicious or unsubstantiated, the CEO / Principal / Head Teacher or Chair of Governors and the LADO (where they are involved) should consider the facts and decide if any lessons could be learned or improvements made.

22. Allegations concerning staff not directly employed by the Trust

22.1. In some cases, the Trust will need to consider an investigation case in which normal disciplinary procedures do not apply and may need to act jointly with another organisation.

22.2. That will be necessary when, for example, an allegation is made against a supply teacher provided by an employment agency or business, or against a person employed by a contractor, or a volunteer provided by a voluntary organisation. In such cases, normal disciplinary procedures would not be appropriate because the person is a volunteer or self-employed or otherwise not directly employed by the Trust.

22.3. Although, in those cases, the Trust will not have a direct employment relationship with the individual, the Trust will cooperate and be involved in the investigation, any referral to the LADO and in reaching a decision about whether to continue to use the person's services, or to provide the person for work with children in future, and whether to report the person to DBS/TRA. In no circumstances will the Trust cease to use a supply teacher due to safeguarding concerns without finding out the facts and liaising with the LADO to determine a suitable outcome.

23. Low-Level Concerns or Allegations that do not meet the harm threshold

23.1. In line with Section Two of Part Four of Keeping Children Safe in Education, the Trust recognises the importance of creating a culture of openness, trust and transparency to encourage all staff to share low-level concerns with the right person so that they can be addressed appropriately. The purpose of the Trust's approach to low-level concerns is to ensure that the Trust's values are constantly lived, monitored and reinforced by staff.

24. Definition of low-level concerns

24.1. The term 'low-level' concern does not mean that the concern is insignificant, it means that the threshold set out at the start of this policy has not been met. A low-level concern covers any concern no matter how small, even if it is no more than causing a sense of unease or a 'nagging doubt' - that an adult working in or on behalf of the Trust may have acted in a way that:

24.1.1. is inconsistent with the staff code of conduct, including inappropriate conduct outside of work and;

24.1.2. does not meet the allegations threshold or is otherwise not considered serious enough to consider a referral to the LADO.

24.2. Examples of such behaviour could include, but are not limited to:

24.2.1. being over friendly with children

24.2.2. having favourites

24.2.3. taking photographs of children on a personal mobile phone

24.2.4. engaging with a child on a one-to-one basis in a secluded area or behind a closed door

24.2.5. humiliating students.

24.3. Such behaviour can exist on a wide spectrum, from inadvertent or thoughtless, to behaviour that might look inappropriate but might not be in specific circumstances, to behaviour which is intended ultimately to enable abuse.

25. How do low-level concerns arise

25.1. Low-level concerns may arise in a number of ways, including a suspicion, complaint or disclosure made by a child, parent or adult, or due to the result of vetting checks.

25.2. The Trust aims to create an environment where staff are encouraged and feel confident to self-refer. For example, where they have found themselves in a situation that could be misinterpreted or when on reflection, they have behaved in a way that falls below the expected professional standards.

26. Sharing low-level concerns

26.1. Low-level concerns about a member of staff, supply staff, volunteer or contractor should be reported to the CEO / Principal / Head Teacher. Any concerns about the CEO / Principal / Head Teacher should be reported to the Chair of Governors.

26.2. If the Designated Safeguard Lead is informed, they should inform the CEO / Principal / Head Teacher in a timely fashion according to the nature of the low-level concern.

26.3. The CEO / Principal / Head Teacher will be the ultimate decision maker in respect of such concerns but depending on the nature of the concerns and the role of the Designated Safeguarding Lead, the Designated Safeguarding Lead may be involved in that decision.

26.4. The CEO / Principal / Head Teacher will share any low-level concerns regarding supply staff and contractors with their employer as soon as possible.

26.5. The CEO / Principal / Head Teacher will consult the LADO if they are unsure whether the concern meets the harm threshold.

26.6. It is crucial that all low-level concerns are raised with the right person in a responsible way and are dealt with and recorded appropriate to help protect those working in schools or colleges from becoming the subject of potential false low-level concerns or misunderstandings.

27. Responding to Reports of Low-Level Concerns

27.1. When a low-level concern has been reported, the CEO / Principal / Head Teacher will try to gather as much initial information as possible. This may involve speaking to the individual who raised the concern to establish how they are aware of the concern raised, details of where any alleged behaviour took place, by whom, when, against whom and any persons present who may be a witness.

27.2. The CEO / Principal / Head Teacher will then decide whether the matter needs further investigation. If so, this may involve looking at documentary evidence, CCTV, speaking to the individual who raised the concern further, speaking to any witnesses and speaking to the individual who is the subject of the concern.

27.3. The outcome of the investigation will be reviewed by the CEO / Principal / Head Teacher who will then determine what further action, if any, is required.

28. Recording low-level concerns

28.1. All low-level concerns will be recorded in writing. Each record will include detail of the concern, the context in which the concern arose, and action taken. The name of the individual who raised the concern should be noted but if they wish to remain anonymous, that will be respected to the extent it is reasonably possible to do so.

28.2. Records will be kept confidential, held securely and comply with the Data Protection Act 2018 and the UK General Data Protection Regulation.

28.3. Records will be reviewed so that potential patterns of concerning, problematic or inappropriate behaviour can be identified. Where a pattern of such behaviour is identified, the Trust will decide on a course of action, either through the Trust's Disciplinary Policy and Procedure or by referring to the LADO, where a pattern of behaviour moves from a low-level concern to meeting the harms threshold. The Trust will also consider whether there are wider cultural issues existing in the Trust that may have enabled the behaviour to occur. If this is found to be the case or a contributory factor, the Trust may review its policies and deliver extra training where it considers this will minimise the events happening again.

29. Low-level concerns and references

29.1. Low-level concerns will not be included in references unless they relate to issues which would normally be included in a reference, for example, misconduct or poor performance. Where a low-level concern (or group of concerns) has met the harm threshold for referral to the LADO and found to be substantiated, it will be referred to in a reference.

ANNUAL LEAVE

1. Introduction

1.1. This policy applies to employees of the Trust only. It does not form part of any employee's terms and conditions of employment and is not intended to have any contractual effect. The Trust reserves the right to amend this policy at any time.

1.2. This policy sets out annual leave entitlements for employees who work regular hours. If you work irregular hours, please contact the local academy Business Manager in the first instances if you have questions regarding the calculation of your annual leave entitlement or holiday pay.

2. Annual Leave Entitlement

2.1. The Trust's holiday year runs from 1 September to 31 August ("Holiday Year").

2.2. Your annual leave entitlement is as specified in your individual contract of employment.

2.3. Where an employee's annual leave entitlement increases with length of service, such entitlement is calculated from the beginning of the Holiday Year following the anniversary of completion of the service.

2.4. Full time employee's annual leave entitlement includes the eight currently recognised bank/public holidays currently recognised in England and Wales.

2.4.1. These are:

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

2.5. Part-time employees are entitled to annual leave and bank/public holidays on a pro rata basis.

2.6. Where you work part-time all year round and the Trust closes on a bank/public holiday, which is a day you would otherwise work but have exhausted your pro rata bank/public holiday entitlement, you will be required to use a day's annual leave for that bank/public holiday in order to be paid for that day. Otherwise, you will not be entitled to be paid for that day. You may be required to work on a recognised bank/public holiday depending on the Trust's operational requirements from time to time. The Trust will aim to give you as much notice as possible of any requirement. If you are required to work on a bank/public holiday you will be entitled to receive your normal basic hourly rate of pay and time off in lieu for the hours worked.

2.7. Employees accrue annual leave at the rate of one twelfth of their annual leave entitlement from the first day of their employment with the Trust.

2.8. Hourly paid employees will be paid at their basic rate of pay for annual leave taken; salaried employees will be paid their basic salary in respect of periods of annual leave. Overtime will not normally be included in the calculation of holiday pay unless it is overtime that is:

2.8.1. Contractually obliged to be offered, and the employee is contractually obliged to accept or the overtime is guaranteed by the Trust; or

2.8.2. Not contractually obliged to be offered, but the employee does, in fact, regularly work it to the extent that has become classed as regular and settled and forms part of their "normal renumeration".

2.9. Annual leave payments for TTO support staff employees will accrue from day to day and shall be payable in 12 equal instalments, monthly in arrears on or around the 15th of the month directly into your nominated bank or building society account.

3. Term-Time Only Support Staff

3.1. If you are employed to work on a term-time only basis, you will not be permitted to take annual leave at any point during the academic terms. Instead, you are deemed to take your annual leave during the first school closure periods, on any bank/ public holidays and such other days the Trust designates as holiday on which you are not required to work which fall within the relevant holiday year, until your holiday entitlement is exhausted.

3.2. Any days on which you are not required to work for the above reasons but for which you will not be entitled to be paid (because all of your paid leave has been deemed to have been taken) will be treated as unpaid leave. You will have received payment in respect of your pro-rated entitlement to annual leave as part of your salary.

4. Teaching Staff

4.1. If you are employed as a member of teaching staff, you will not be permitted to take annual leave at any point during the academic terms. You will be deemed to take your annual leave during the first school closure periods, on any bank and public holidays and such other days the Trust designates as holiday on which you are not required to work which fall within the relevant holiday year, until your holiday entitlement is exhausted.

4.2. You will receive your usual salary during all school closure periods.

5. All Year-Round Staff

5.1. If you are employed by the Trust on "all year-round" contract, all periods of annual leave must be authorised in advance by the CEO / Principal / Head Teacher. You must not make firm annual leave arrangements before receiving confirmation that the request has been authorised.

5.2. Completed holiday request forms must be submitted to your Line Manager as early as possible giving a minimum notice of 2 weeks in respect of proposed annual leave of less than 1 week and 4 weeks in respect of proposed annual leave of 1 week or more.

5.3. You are not normally permitted to take more than 2 working weeks of consecutive dates annual holiday at any one time.

5.4. You will not be permitted to take annual leave at any time during term time or on INSET days.

5.5. If you take unauthorised annual leave may be subject to disciplinary action in accordance with the Trust's Disciplinary Policy and Procedure.

5.6. Requests for annual leave will normally be granted on a "first come first served" basis. Owing to the needs of the Trust and its students, the Trust reserves the right to limit the number of employees who may be permitted to take holiday at any one time. The granting of all holiday requests will be subject to adequate cover available and the Trust's overall operational needs during the proposed period of absence.

5.7. Full year staff, subject to line manager authorisation, may carry forward up to 5 days untaken annual leave into the next annual leave year. This leave must be taken within the subsequent year. Any untaken leave will be forfeited if not used.

6. Staff that are ill during a period of Annual Leave

6.1. If you are ill during a period of authorised annual leave you may elect to take that holiday at a later agreed time, within the holiday year in which that leave accrued (unless exceptional circumstances apply), provided you have followed the Trust's sickness absence notification and certification procedure on each of the days you were incapacitated by reason of illness or injury.

6.2. Requests should be made in writing to the CEO / Principal / Head Teacher and should set out:

6.2.1. the number of days during which you were incapacitated by reason of injury or illness during the period of leave in question;

6.2.2. how and to whom the sickness absence was notified and on what dates enclosing copy medical certificates where relevant; and

6.2.3. the alternative dates that you would like to request to take in lieu.

6.3. The CEO / Principal / Head Teacher will consider your request and confirm where necessary sickness absence notification and certification procedures were complied with. We will then write to you confirming whether your request can be considered. Where a valid request is made, you will be invited to submit a Holiday Request Form in the normal way for the substitute days requested.

7. Annual Leave on Termination of Employment

7.1. On termination of employment, employees will be entitled to be paid for annual leave accrued but not taken as at the date of termination of employment.

7.2. If on termination of employment an employee has taken more annual leave than they have accrued in that Holiday Year, an appropriate deduction will be made from their final pay.

7.3. If on termination of employment a TTO employee has either worked or not worked enough working weeks in line with their anniversary date compared to periods of school closure, this may result in an overpayment/underpayment that shall be reflected in their final pay.

7.4. The Trust may require an employee to take all or part of any outstanding holiday entitlement during a period of notice to terminate the employment or during Garden Leave.

ANTI-FRAUD, BRIBERY AND CORRUPTION POLICY

1. Introduction

1.1. This Policy should be read in conjunction with the Code of Conduct applying to employees and the Whistleblowing policy. The Code relates to conduct with regard to both financial and non-financial matters. Breaches of the Code by employees may result in disciplinary action being taken in accordance with the various Conditions of Service. This policy should also be read in conjunction with the Gifts and Hospitality Policy and Whistleblowing Policy.

1.2. This policy applies to all persons working for the Trust or on its behalf in any capacity and this includes employees, directors, members, officers, trustees, agency workers, seconded workers, volunteers, contractors, external consultants, third-party representatives and business partners, sponsors and any other person associated with the Trust (collectively referred to as "workers" in this policy"),

2. Expectations

2.1. The Trust expects all workers to conduct themselves at all times having regard to the very highest standards of conduct, probity and confidentiality. The Trust conducts all its business in an honest and ethical manner and takes a zero-tolerance approach to fraud, bribery and corruption. The Trust is committed to acting professionally, fairly and with integrity in all its business dealing and relationships and operates, implements and enforces effective systems to counter bribery. The Trust has taken reasonable steps to ensure that there are appropriate financial and management controls in place to safeguard Trust funds and assets and to prevent and detect fraud and corruption.

2.2. The Trust upholds all laws relevant to countering fraud, bribery and corruption, including the Bribery Act 2010.

2.3. Bribery and corruption are punishable for individuals by up to 10 years' imprisonment and if the Trust is found to have taken part in corruption it could face an unlimited fine and face damage to its reputation.

3. What is Bribery?

3.1. A bribe is an inducement or reward offered, promised or provided in order to gain any improper commercial, contractual, regulatory or personal advantage.

3.2. It is an offence for a person (P) to offer, promise or give a financial advantage or other advantage to another person in one of two cases:

3.2.1. Where P intends the advantage to bring about the improper performance by another person of a relevant function or activity or to rewards such improper performance.

3.2.2. Where P knows or believes that the acceptance of the advantage offered, promised or given in itself constitutes the improper performance of a relevant function or activity.

3.3. Before any worker offers or accepts any inducement or reward to or from any supplier or other third-party, they should ask themselves:

3.3.1. Whether the person receiving the benefit would be happy for their employer, trustees, governors etc. to have knowledge of the arrangements; and

3.3.2. Whether the interests of the person receiving the benefit are, as a result of so receiving, in conflict with the interests of their employer; and

3.3.3. Whether a reasonable person having knowledge of the arrangements would consider that the benefit was offered or provided to induce a person towards improper conduct such as committing a breach of trust or acting in bad faith or showing bias when there is a duty to be impartial.

3.4. If the person receiving the benefit would rather keep the arrangements secret from their employer and/or their interests have diverged from their employer and/or a reasonable person would consider the benefit given or received as inducement or rewards for improper conduct – the activity is likely to amount to a bribe.

4. Gifts and Hospitality

4.1. This policy does not prohibit normal and appropriate hospitality (given or received) to or from third parties. Please refer to the Gifts and Hospitality Policy in this handbook for further information.

5. Facilitation Payments and Kickbacks

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

5.2. Facilitation payments are typically small, unofficial payments made to secure or expedite a routine government action by a government official. They are not commonly paid in the UK but are common in other jurisdictions.

5.3. Kickbacks are typically payments made in return for a business favour or advantage.

5.4. If you are asked to make a payment on the Trust's behalf, you should be mindful if what the payment is for and whether the amount requested is proportionate to the goods and services provided. You should always ask for a receipt which details the reason for the payment. If you have any suspicions or concerns regarding a payment, you should raise these with the local academy Business Manager.

5.5. All workers must avoid any activity that might lead to, or suggest, that a facilitation payment or kickback

6. Donations

6.1. The Trust does not make contributions to political parties. It only makes charitable donations that are legal and ethical under local laws and practices. Charitable donations that are approved and are legal and ethical under local laws and practices are made through collections and activities and paid via the Trust or local academy fund.

7. Workers Responsibilities

7.1. The prevention, detection and reporting of fraud, bribery and other forms of corruption are the responsibility of all those working for the Trust. All workers are required to avoid any activity that might lead to or suggest a breach of this policy.

7.2. You must notify the local academy Business Manager as soon as possible if you believe or suspect that a conflict with this policy has occurred, is occurring or may occur in the future.

7.3. Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct if the allegation(s) is/are proven. The Trust reserves the right to terminate a contractual relationship with other workers if they breach this policy.

8. Record Keeping

8.1. The Trust must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties.

8.2. You must declare and keep a written record of all hospitality or gifts accepted or offered, which will be subject to managerial review.

8.3. You must ensure that all expense claims relating to gifts, hospitality or expenses incurred to third parties are submitted in accordance with the Trust's Expenses Policy and specifically record the reason for the expenditure.

8.4. All accounts, invoices, memoranda and other documents and records relating to dealings with third parties, such as supplies or 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.

9. How to Raise a Concern

9.1. 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 local academy Business Manager in the first instance. Concerns should be reported by following the procedure set out in the Whistleblowing Policy.

10. Allegations of Fraud and Corruption Overview

10.1. The Trust will fully investigate any allegations of fraud, bribery and corruption as soon as the allegation is notified in accordance with the procedures detailed below. If a worker suspects that improper, fraudulent or corrupt behaviour has occurred within the Trust, the following procedures should be undertaken (it is to be emphasised that the identity of the individual will be kept confidential so long as it does not hinder any subsequent investigation).

10.2. An immediate note should be made by the worker of the concerns; all relevant details of conversations, dates, times and names should be noted.

10.3. Other than in the circumstances noted below, in order to ensure that the Trust does not suffer any loss of any nature, full details of the matter, including notes, should be reported without delay to the CEO. The CEO will decide on the appropriate investigation or action that should be taken.

11. Allegations Against Employees of the Trust

11.1. Any allegations of wrongdoing made against a worker or workers of the Trust will be investigated.

12. Allegations Against Students of the Trust

12.1. Any allegations of wrongdoing made against a student or students of the Trust will also be investigated.

13. Following Initial Allegations

13.1. Any allegations relating to an individual's financial conduct will be reported without delay to the CEO. The CEO will then decide on the most appropriate action to be taken in order to reduce the possibility of any financial loss to the Trust. The CEO will also instruct the Trust's Internal Auditors to carry out an investigation and to report subsequently to the Finance Committee.

13.2. Where for whatever reason the worker making an allegation considers it inappropriate to follow the procedure above, the matter should be reported directly to the Chair of the Local Governing Body as appropriate. Such allegations might be in respect of the behaviour of a senior officer of the Trust, a lay member of the Local Governing Body or about the propriety of a committee or other collective decision. A worker may use this route if they are concerned that use of the above procedures may jeopardise their position within the Trust. Please refer to the Whistleblowing policy for additional information.

13.3. In any case where an allegation has been made, the person to whom the allegation is reported should make a record of its receipt and of what subsequent action is taken. Any allegation made under this procedure will be the subject of a preliminary investigation either by the person to whom the allegation is made, or more usually by a person or persons appointed by the CEO. The allegation shall be reported in confidence to the Audit Committee at the commencement of the investigation and the results reported to them at its conclusion.

14. Allegations are Dismissed

14.1. Where an allegation is dismissed after an investigation, the person or persons against whom the allegation is made will be told of the allegation, the evidence supporting it and be allowed to comment before the investigation is concluded and a report made to the Audit Committee. The Audit Committee should satisfy itself that there is no case to answer and report their findings and reasons to the complainant.

15. Confidentiality

15.1. Any person making any allegation shall be guaranteed that the allegation shall be regarded as confidential to the receiver and, in some cases, the Director of Finance, until an investigation is launched. Thereafter the identity of the person making the allegation may be kept confidential, if requested, unless this is incompatible with a fair investigation, or if there is an overriding reason for disclosure (for example, if police involvement is required).

15.2. Provided the allegation has been made lawfully, without malice and in the public interest, the employment position of the person will not be disadvantaged for reasons of making the allegation.

16. ESFA

16.1. The Trust Board **must** notify ESFA, as soon as possible, of any instances of fraud, theft and/or irregularity exceeding £5,000 individually, or £5,000 cumulatively in any financial year. Unusual or systematic fraud, regardless of value, **must** also be reported. The following information is required:

16.1.1. full details of the event(s) with dates

16.1.2. the financial value of the loss

16.1.3. measures taken to prevent recurrence

16.1.4. whether it was referred to the police (and if not why)

16.1.5. whether insurance or the RPA have offset any loss.

17. What to do if you are a victim of fraud, bribery or corruption

17.1. It is important that you tell your manager or the local academy Business Manager as soon as possible 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.

18. Protection

18.1. Workers who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. The Trust aims to encourage openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

18.2. 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 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. If the matter is not remedied, and you are an employee, you should raise it formally using the Grievance Policy and Procedure, which can be found in this handbook.

19. Training and Communication

19.1. Training on this policy forms part of the induction process for all new Staff. All existing Staff will receive regular, relevant training on how to implement and adhere to this policy.

19.2. The Trust's zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of its business relationship with them and as appropriate thereafter.

20. Responsibility for this Policy

20.1. The Trustees have overall responsibility for ensuring this policy complies with all legal and ethical obligations and that all those under the Trust's control comply with it.

20.2. The CEO / Principal / Head Teacher has primary and day-to-day responsibility for implementing this policy and for monitoring its use and effectiveness and dealing with any queries on its interpretation. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

20.3. The CEO / Principal / Head Teacher will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any changes to this policy will be considered, and ratified (as appropriate) by the Trust Board.

20.4. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering fraud, bribery and corruption.

20.5. All staff are responsible for the success of this policy and should ensure they use it to disclose any suspected danger or wrongdoing.

20.6. Staff are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the CEO / Principal / Head Teacher.

ANTI-STRESS POLICY

1. Introduction

1.1. This policy applies to employees of the Trust only. It does not form part of any employee's terms and conditions of employment and is not intended to have any contractual effect. The Trust reserves the right to amend this policy at any time.

1.2. The Trust is committed to protecting the health, safety and well-being and of all those who work for us and endeavour to maintain a working environment in which everyone treats one another with dignity and respect and is able to co-operate with and trust their colleagues.

1.3. The Trust recognises that, whatever its source, stress can be a health and safety issue in the workplace and acknowledges the importance of a supportive environment and working culture and of identifying and reducing workplace stressors.

1.4. The Trust is committed to a programme of action to make this policy effective and to bring it to everyone's attention. However, this policy can only be effective if everyone co-operates to achieve its aims.

2. What is Stress?

2.1. Stress is the adverse reaction experienced in response to excessive pressures or demands. Stress is not an illness but, sustained over a period of time, it can lead to mental and/or physical illness.

2.2. There is an important distinction between working under pressure and experiencing stress. Certain levels of pressure are acceptable and normal in every job. They can improve performance, enable individuals to meet their full potential and provide a sense of achievement and job satisfaction. However, when pressure becomes excessive it produces stress.

2.3. Pressures outside the workplace (whether the result of unexpected or traumatic events such as accidents, illness, bereavement, family breakdown or financial worries) can result in stress. They can also compound normal workplace pressures.

2.4. The Trust recognises that what triggers stress, and the capacity to deal with stress, varies from person to person. Individuals react to similar situations in different ways.

3. The Trust's Obligations

3.1. The Trust has a legal duty to take reasonable care to ensure that your health does not suffer because of excessive pressures or demands arising from the way work is organised.

3.2. This policy takes account of the Trust's obligations under the Health and Safety at Work etc Act 1974, Management of Health and Safety at Work Regulations 1999, Employment Rights Act 1996, Protection from Harassment Act 1997, Working Time Regulations 1998 and the Equality Act 2010.

4. Who is Covered by the Policy?

4.1. This policy covers all individuals working at all levels and grades, including Principals / Head Teachers, Subject Leaders, members of the Senior Leadership Team, employees,

consultants, contractors, trainees, home-workers, part-time and fixed-term employees, casual and agency staff (collectively referred to as “Staff” in this policy).

4.2. Third parties who enter the workplace (including parents and visitors) are also required to comply with this policy.

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

5. Scope and Purpose of the Policy

5.1. The Trust is committed to identifying, tackling and preventing the causes of work-related stress and to providing appropriate support and consideration to Staff suffering from stress, on a confidential basis where appropriate, including:

5.1.1. Promoting a culture of open communication, participation and encouragement;

5.1.2. Through training, effective planning and allocation of workloads and ensuring feedback is provided on performance, we want Staff to develop their skills and confidence and to feel able to raise any concerns they have about their work or working environment;

5.1.3. Using Staff development, Staff support systems and policies reflecting current good practice to help Staff understand and recognise the causes of stress and to address work-related stress and the impact of external stressors at work;

5.1.4. Addressing violence, aggression, harassment, bullying and other forms of inappropriate behaviour through appropriate disciplinary action;

5.1.5. Ensuring risk assessments include or specifically address workplace stress;

5.1.6. Maintaining an appraisal process to ensure the suitability of workloads, supported by a capability procedure;

5.1.7. Facilitating requests for flexible working where reasonably practicable in accordance with the Trust’s Flexible Working Policy in order to help support a positive work/life balance;

5.1.8. Following comprehensive change management procedures;

5.1.9. Providing support and services, such as occupational health, for Staff affected by or absent by reason of stress.

5.2. Recognition of stress as a genuine problem requires management support and action. Those working at management and supervisory level have a specific responsibility to:

5.2.1. Participate in the culture of open communication and encouragement;

5.2.2. Ensure that the Staff they manage receive training;

5.2.3. Effectively plan and allocate workloads and provide feedback on performance;

5.2.4. Monitor workloads and reallocate work where necessary / possible;

5.2.5. Ensure that the Staff they manage understand the standards of behaviour expected of them and others and act on behaviour that falls below those standards.

5.3. To facilitate this process, your line manager/ head of department, the CEO / Principal / Head Teacher and Senior Leadership Team will be given training on best practice and are encouraged to seek advice from the CEO / Principal / Head Teacher on how to recognise stress in the Staff that they manage in the first instance.

5.4. However, all members of Staff are responsible for the success of this policy and must ensure that they:

5.4.1. Familiarise themselves with the policy and act in accordance with its aims and objectives;

5.4.2. Plan and organise their work to meet personal and organisational objectives;

5.4.3. Speak to their line manager if they experience or are aware of a situation that may lead to a stress problem.

5.4.4. Co-operate with support, advice and guidance they may be offered by their line manager.

5.5. The CEO / Principal / Head Teacher will have responsibility for informing all Staff of this policy and their role in its implementation.

6. Sources of Support

6.1. The Trust can assist Staff who may be suffering from stress by signposting training and or workshops on stress management. We can also signpost training sessions and/or workshops from time to time to assist Staff in recognising and coping with stress. The EAP can provide support and advice

6.2. The Trust provides an Occupation Health provider, and may refer staff to Occupational Health for assessment.

6.3. All employees within the Trust have access to VIVUP including the support line.

6.4. Line managers should support Staff suffering from stress and complete a Stress Risk Assessment at the earliest opportunity from when stress is identified or there is a stress related absence. There does not need to be a sickness absence in order to complete a stress risk assessment.

7. Resolving Cases of Stress at Work

7.1. If you believe you are suffering from stress you should discuss this with your line manager. If you feel unable to do so you should contact the CEO / Principal / Head Teacher or a member of the Senior Leadership Team.

7.2. Once an issue affecting your health comes to the attention of one of the above, steps will be taken by the Trust to address that issue. Those steps may include any of the following:

7.2.1. A workload review, reallocation of work, monitoring of future workload or possible redeployment;

7.2.2. Referral for medical advice and/or a medical report to be provided by the Occupational Health Department or the Trust's medical advisers and or the GP (and any medical specialist) treating the member of staff concerned;

7.2.3. If you are on sickness absence, discussion of an appropriate return to work programme.

7.3. The Occupational Health Department will continue to be used appropriately to help Staff overcome problems associated with work-related stress as well as other stress and the impact that has on their ability to do their duties.

8. Absence Due to Stress

8.1. If you are absent due to stress you should follow the sickness absence reporting procedure contained in the Trust's Sickness Absence Policy.

9. Confidentiality

9.1. Confidentiality is an important part of this policy. Every member of staff is responsible for observing the high level of confidentiality that is required, whether they are suffering from stress, supporting a colleague who is suffering from stress or because they are otherwise involved in the operation of a policy or procedure dealing with stress.

9.2. Breach of confidentiality may give rise to disciplinary action in accordance with the Trust's Disciplinary Policy and Procedure.

9.3. However, there are occasions when matters reported by a member of staff suffering from stress may have to be shared with others on a 'need to know' basis. For example, where duties need to be reallocated within a team or where, as the result of reported bullying or misconduct, a disciplinary investigation and/or proceeding takes place. If this is the case, matters will be discussed with the member of staff concerned before any action is taken.

9.4. The Trust will monitor the development and dissemination of good practice, the recognition of the symptoms of stress, awareness of and effectiveness of this policy to ensure it is achieving its stated objectives.

9.5. Staff are invited to comment on this policy and suggest ways in which it might be improved by contacting the CEO / Principal / Head Teacher in the first instance.

APPRAISAL AND EMPLOYEE DEVELOPMENT POLICY

Commitment to Equality:

We are committed to providing a positive working environment which is free from prejudice and unlawful discrimination and any form of harassment, bullying or victimisation. We are also committed to the formation and flourishing of all employees.

We have developed a number of key policies to ensure that the principles of Catholic Social Teaching in relation to human dignity and dignity in work become embedded into every aspect of school life and these policies are reviewed regularly in this regard. We recognise the importance of:

- respecting the rights and dignity of employees
- supporting the flourishing and formation of all members of the community
- providing opportunities for all to participate and contribute
- recognising talents and valuing contributions.

This appraisal and employee development policy was approved and adopted by Our Lady Help of Christians CMAT on 21/10/2026.

Signed by the Chair of the Board of Directors

A flourishing school is one that recognises the gifts of its members and provides opportunities to allow them to flourish for the common good of all[1].

Principles of appraisal and employee development

Catholic schools are called to be *"places of human flourishing in which we will realise the fullness of our potential in all its dimensions[2]"*. We are committed to creating an environment which encourages human flourishing for both pupils and employees and this appraisal and employee development policy forms part of that commitment.

Our aim is for employees to work with us to create an environment in which all staff feel supported, where professional dialogue can take place, where accountability is welcomed, and where appraisal will be experienced as constructive, developmental and encouraging – a process rooted in trust and a shared commitment to our collective mission in Catholic education. Challenge is at the heart of the Gospels. Christ challenged all whom he encountered, each according to their needs and readiness. All employees are recognised as children of God, made in his image, empowered to make decisions, be creative, to lead and to grow.

The provision of Catholic education and formation, as a *"work of love, requires a radical commitment and service….The Church looks upon you as co-workers with an important measure of shared responsibility...To you it is given to create the future and give it direction by offering your students a set of values with which to assess their newly discovered knowledge. You are called to bring professional skills and competence and a high standard of excellence...But your responsibilities make demands on you that go far beyond the need for professional skills and competence...Through you, as through a clear window on a sunny day, students must come to see and know the richness and joy of a life lived in*

[1] *Called to Flourish in Faith and Hope (Catholic Education Service 2024)*
[2] *Called to Flourish in Faith and Hope (Catholic Education Service 2024)*

accordance with Christ's teaching, in response to his challenging demands"[3]. We recognise the challenge for all employees in carrying out their 'work of love' and we are committed to nurturing them throughout their professional careers.

The appraisal and employee development process is rooted in the following commitments to all employees:

- All achievements will be celebrated
- *"Each "star" has its own brightness"*[4]
- All employees will be supported in their vocation, and we will assist them in gaining the skills needed to carry out their role effectively and grow professionally
- Annual reviews, which assess the contribution of employees to our shared mission in Catholic education, will be clear and consistent and will nurture a spirit of formation and professional growth in order to assist all to flourish in their work
- *"together they chart a course"*[5]
- We will support consistent and equitable formation and professional development within the context of our plan for improving educational provision and performance
- The Christian qualities of honesty, self-knowledge, respect for others and their gifts, recognition of the needs and achievements of others, challenge of self and others, personal growth and openness will be valued
- Appraisal and employee development will offer opportunities to ensure justice for employees and pupils alike
- We will always be ambitious for the future for our pupils and our staff
- We are committed to the enhancement of professional practice for all in our *"educational constellation"*[6]
- Regard shall be had to any relevant standards and applicable codes of practice (including, but not limited to, the Teachers' Standards, the Headteachers' Standards and the SEND Code of Practice and for non-teaching staff, any code of practice applicable to their employment as referenced in their job description), but these shall not be used as a checklist against which to assess performance
- We are committed to ensuring respect, objectivity, belief in the dignity of the individual, consistency of treatment and fairness
- We are committed to promoting equality of opportunity and eliminating unlawful discrimination
- We will provide a supportive environment in which employees are secure in the knowledge that their progress and commitment are acknowledged
- We will support employees to feel able to take the next step in their career
- There will be an assumption that all employees are doing their job well. Any concerns about performance will be addressed using the informal support and capability policy and that policy will only be invoked if there is clear evidence of sustained underperformance that has not been addressed through the appraisal and employee development process
- We will apply this policy in a consistent and fair way whilst monitoring the impact on workload
- We are committed to forming, nourishing and sustaining existing leaders and creating the leaders of the future
- Informal observations of work in practice, informal drop-ins and learning walks may be

[3] *Christ at the Centre – a summary of why the Church provides Catholic Schools – Bishops' Conference and Catholic Education Service*

[4] *Drawing New Maps of Hope, Apostolic Letter, Pope Leo XIV (27 October 2025)*

[5] *Drawing New Maps of Hope, Apostolic Letter, Pope Leo XIV (27 October 2025)*

[6] *Drawing New Maps of Hope, Apostolic Letter, Pope Leo XIV (27 October 2025)*

conducted, in accordance with our established self-review processes, as part of our ongoing commitment to professional development and the sharing of effective practice, but these will be used solely to provide support, offer help and most importantly to celebrate strengths

- We encourage peer to peer support and collaborative working as a means to drive improvement. Peer to peer observation and collaboration is welcomed
- We will endeavour to provide all employees with time within their working hours to prepare for appraisal meetings whether as the appraiser or the appraisee.

1. Application

a. Subject to Paragraph 1(b) below, this policy applies to all employees and workers (for the purposes of this policy, the term employee will be used).
b. This policy does not apply to individuals employed under a contract of employment which is due to last for less than one term, those on an apprenticeship, those on probationary periods, Early Career Teachers and individuals who have been informed that their performance is causing concern and that they are therefore subject to the informal support and capability process.
c. This policy does not form part of any other procedure but relevant information on appraisal, including appraisal reports, may be taken into account in relation to the operation of other policies.
d. An employee is entitled to have access, by arrangement, to their personnel file and to request the deletion of time-expired records.
e. Appraisal and employee development is delegated by the board of directors in the manner set out in this policy and any relevant provision in the scheme of delegation.

2. The appraisal period

a. For teaching staff the appraisal period will run each academic year from September to July, and for non-teaching staff the appraisal period will run each calendar year from April to March. If you are unsure as to the appraisal period applicable to your role, please ask your line manager.
b. Employees who are employed on a fixed-term or temporary contract of less than one year will have their appraisal managed in accordance with the principles underpinning this policy. The length of the appraisal period will be determined by the duration of their contract.
c. Where an employee works part-time, this will be considered by the appraiser. This may mean, for example, that a part-time employee may not have the same number or weight of objectives as a full-time employee with comparable experience and responsibilities. Objectives for part-time employees will be proportionate and commensurate with the number of contracted hours worked. Part-time employees will not, however, always have fewer objectives than full-time employees.
d. Where an employee starts their employment part-way through the appraisal period, the appraiser shall determine the proportionate length of the appraisal period for that employee with a view to bringing their appraisal period into line with the usual appraisal period as soon as possible.
e. Where an employee transfers to a new post part-way through an appraisal period, their objectives will be reviewed by the appraiser in consultation with the employee in order to ensure that they remain appropriate. In such circumstances, a change of appraiser may also be necessary.

3. Appointing appraisers

Appraisers will be appointed as follows:

Role	Appraiser
CEO	A panel appointed by the board of directors and usually supported by an external adviser. The number of panel members will usually be three and must include a majority of foundation directors
Other executives including members of the central team	The CEO or a person appointed by the CEO (usually the individual's line manager)
Headteacher / principal / head of school / executive headteacher or equivalent	A panel appointed by the relevant local or regional governance body or committee as determined by the board of directors in consultation with the CEO and supported by an external adviser if required. The number of panel members will usually be three and must include a majority of foundation governors/committee members
Teachers (including senior school leaders, for example deputy and assistant heads)	A person appointed by the headteacher / principal / head of school / executive headteacher or equivalent, usually their line manager
Support staff and other employees (excluding members of the central team)	A person appointed by the headteacher / principal / head of school / executive headteacher or equivalent, usually their line manager

a. Appraisers of teachers will generally be qualified teachers with current or recent teaching experience.
b. Where an external adviser is appointed to support appraisers, such individuals will be skilled, experienced and independent and they will have an appropriately robust background / track record in education.
c. In accordance with the diocesan protocols, the diocesan director of education / diocesan schools commissioner or their appointee will be invited to take part in the appraisal of the CEO.
d. Appraisers will be responsible for the setting of objectives and determining whether such objectives have been met referring to relevant evidence in their decision.
e. Appraisal panels may seek advice from external sources including, but not limited to, their diocese.
f. Where it becomes apparent that an appraiser will be absent for the majority of the appraisal period, another appraiser will be appointed, and this will be discussed with the employee.
g. Where an employee has a reasonable objection to the appointed appraiser, an alternative appraiser will be appointed where it can be reasonably accommodated. Where there is a question as to whether such objection is reasonable, the matter will be referred to a more senior member of staff than the appointed appraiser. For headteachers / principals / heads of school / executive heads the matter will be referred to the chair of the relevant local or regional governance body or the board of directors. For executives appraised by the CEO, and the CEO, the matter will be referred to the chair of the board of directors. Any decisions made as a result of such referral will be final.

4. Appraisal Objectives

Appraisal objectives will:

a. Ensure that our Catholic ethos is preserved, developed and maintained
b. Reflect our Catholic identity and mission
c. Aim to support formation and professional development and assist employees with their career aspirations
d. Be measurable
e. Encourage a commitment to professional excellence, pedagogical excellence and effective performance
f. Not be solely based on numerical data measures, including pupil achievement data
g. Support employees in their work to further the mission of the Church in education
h. "Christian education is a collective endeavour: no one educates alone. The educational community is a "we" where teachers, students, families, administrative and service staff, pastors and civil society converge to generate life[7]"
i. Align with any development priorities and plans shared with employees and contribute to our plans for improving educational provision and the progress and attainment of our pupils
j. Contribute to the well-being of our pupils and their spiritual, moral, social, emotional and cultural development
k. Be the result of a professional dialogue
l. Be challenging, specific, measurable, achievable, realistic and time-bound and include success criteria and appropriate milestones
m. Be appropriate to the employee's role and level of experience
n. Be driven by self-reflection, with employees contributing to discussions so that the objectives set are right for them
o. Be consistent between employees of similar experience and levels of responsibility
p. Reflect work/life balance and well-being considerations, individual circumstances and any disability requiring the implementation of reasonable adjustments.
q. Employees will usually have up to three objectives, but more than three objectives may be agreed if the professional development aspirations of the employee require this. One of the objectives will relate to Catholic life.
r. Objectives may be revised during the appraisal period following consultation with the employee if circumstances change (for example in cases of illness, disability or where there is a change in role), and any revised objectives will be recorded in writing and added to the appraisal documentation.
s. Objectives will usually be personal and individual, but an objective for all employees or for a group of employees may be set if this is appropriate.
t. A system of moderation will be carried out in order to ensure that all appraisal is carried out in a consistent manner. Any system of moderation will be workload impact assessed.
u. Appraisers will take into account the formation and professional development aspirations of employees and will agree personalised formation and professional growth and development opportunities.
v. Appraisers will seek to agree objectives with employees, but should objectives not be agreed, a record of the employee's comments in relation to the objectives set shall be added to the appraisal documentation. The final decision on objectives set shall rest with the appraiser and for the avoidance of doubt, there is no right of appeal following the setting of objectives.
w. Objectives will usually be set sat the beginning for appraisal cycle.
x. When objectives are set, it will be made clear how the meeting of the objectives will be

[7] *Congregation for Catholic Education, Instruction "The Identity of the Catholic School for a Culture of Dialogue", (January 2022)*

evidenced and what evidence may be provided by either the employee or the appraiser at review meetings.

5. Review meetings

a. For most employees, two review meetings will take place during the appraisal period. One in the spring term and another at an appropriate time during the academic year. Appraisers may determine, in some cases, that two review meetings are not required and only one will be held. This will be communicated to employees as required. Feedback during these review meetings will be essential because providing feedback to an individual on their progress towards achieving their objectives increases the chances of success. Employees will be given at least 10 school days' notice of review meetings.
b. There is no requirement for employees to present written evidence at review meetings unless they wish to do so. If they do wish to provide written evidence, it should be provided at least 5 school days prior to the review meeting in order to allow the appraiser time to review it.
c. At review meetings, employees will be expected to discuss with their appraiser progress towards their objectives, and they should expect to be involved in a two-way supportive and professional conversation.
d. Appraisers may also present evidence either verbally or in writing during review meetings. If the appraiser is going to present written evidence, it should be provided to the employee at least 5 school days prior to the review meeting.
e. Any evidence provided by the appraiser will usually be gathered through line management activity and should not therefore ordinarily come as a surprise to the employee.
f. During the process of setting objectives, the collection of specific evidence may be agreed, and this should be recorded in writing in the appraisal documentation. The collection of evidence will not increase employee workload unnecessarily.
g. If circumstances beyond an employee's control have made it difficult to make progress towards meeting objectives this will be discussed and considered in the review meeting and appropriately documented.
h. Objectives may be revised in consultation with the employee if circumstances change, for example, if an employee will be absent for a period of time due to ill-health or because they go on maternity leave.
i. Review meetings will form part of a supportive process which will be used to inform employees' formation and professional development. We would like to encourage a culture in which all employees take responsibility for improving their practice through appropriate professional development and such development will be linked to specific improvement priorities.

6. Annual Review

a. The end of the appraisal and employee development process will be the annual review meeting which will take place [INSERT WHEN – INSERT TIME PERIODS FOR TEACHING AND SUPPORT STAFF IF DIFFERENT]. Where external reviewers are appointed, they will be invited to the annual review meeting and the diocesan director of education / diocesan schools commissioner or their representative will also be invited to attend the annual review meeting for the CEO.
b. Sufficient time will be scheduled for annual review meetings and appraisers will use their best endeavours to prevent interruptions during annual review meetings.
c. Although the annual review meeting is the end point, performance and development priorities will be reviewed throughout the year at the review meetings described in paragraph 5 above and additional review meetings may be scheduled during the year if

additional support is required to assist the employee in meeting their objectives. Where additional support is required, the nature of this support and the reasons for it will be discussed and documented and clear and reasonable timescales of at least 8-10 weeks for improvement will be set. The colleague may have a trade union representative or colleague present and be given 5 days' notice of the meeting.

d. At the annual review meeting, the appraiser and the employee will seek to reach a professional consensus about whether or not the objectives have been fully or partially met, or if they have not been met, and an appraisal report will be generated during the annual review meeting. The appraisal report will include details of the employee's objectives, an assessment of the employee's performance against their objectives and any relevant professional standards, and an assessment of the employee's formation and professional development needs.
e. Where it has not been possible for an employee to fully meet their objectives, the reasons for this will be discussed at the annual review meeting and a note will be made of the reasons on the appraisal report. The appraiser will take into account and document any circumstances that were beyond the employee's control. The appraiser and the employee should ensure that there is an open dialogue during the year so that circumstances of this nature do not come as a surprise.
f. For the avoidance of doubt, not meeting objectives in full will not preclude a successful annual review.
g. Employees are encouraged to discuss any workload or wellbeing issues in the annual review meeting or at any point during the year, and this may lead to a workload impact assessment.
h. Employees are also welcome to engage in an informal flexible working discussion during the annual review which can then be followed up using the appropriate flexible working process.
i. Employees are also encouraged to discuss any support needs, including any reasonable adjustments at their annual review meeting.
j. At the end of the annual review meeting, the appraisal report will be signed by the employee and the appraiser. The employee can comment on the appraisal report in writing at that point if they wish to do so.
k. If it is not possible to reach an agreement as to the contents of the appraisal report, then the employee can appeal in accordance with paragraph 7 below.
l. All review meetings and the annual review meeting will, unless there are exceptional circumstances, take place within an employee's directed time and/or normal working hours (as appropriate) but shall not be within PPA time.
m. The appraisal outcome and any appraisal documents will remain confidential between the employee, appraiser and relevant senior members of staff.
n. Any link between appraisal and pay progression will be set out clearly in the pay policy. Where required in accordance with the STPCD, recommendations on pay will be made in writing as part of an individual's appraisal report. Where applications are made to be paid on the upper pay range, in accordance with the STPCD, decision makers will have regard to appraisal reports where appropriate.
o. The informal support and capability process will only be invoked if there is clear evidence of sustained underperformance that has not been addressed through this appraisal and employee development process and any support provided in accordance with paragraph c above.

7. Appeals

a. Employees have a right of appeal against any of the entries in the appraisal report.
b. Appeals should be made in writing to HR Director within 10 school days of the annual

review meeting.

c. Appeal letters must set out the grounds of the appeal in detail.
d. An appeal meeting will normally be held within 20 school days of an appeal letter being received. You may be accompanied by a companion at an appeal meeting provided that you let the person convening the meeting know the identity of your companion at least one school day before the appeal meeting. If your companion is not able to attend the scheduled appeal meeting every effort will be made to reschedule it, but if they are unable to attend the rearranged date the meeting may be held in their absence or written representations may be accepted. Any evidence to be relied on by either party must be submitted to the other at least 5 school days prior to the appeal meeting.
e. If you require any reasonable adjustments to enable you to attend an appeal meeting, you must let the person convening the meeting know as soon as possible.
f. Appeals will be heard by a more senior member of staff than the original appraiser and this individual must not have had any involvement in the appraisal up to that point. For headteachers / principals / heads of school / executive heads appeals may be heard by a panel appointed by the relevant local or regional governance body or the board of directors and the members of the panel will not have had any involvement in the appraisal up to that point. Appeals from executives appraised by the CEO, and any appeal by the CEO will be heard by a panel appointed by the board of directors and the members of the panel will not have had any involvement in the appraisal up to that point.
g. The outcome of the appeal will be confirmed in writing within 5 school days of the date of the appeal meeting. The decision reached is final and there will be no further right of appeal.
h. The possible outcomes of an appeal meeting are as follows:

- the appeal is not upheld and any disputed entries in the appraisal report remain as originally recorded
- the appeal is upheld and any disputed entries in the appraisal report are referred back to the original appraiser with instructions as to the action that should be taken.

8. Companions

a. Employees may bring a companion to an appeal meeting under the appraisal policy as provided in paragraph 7 above. Companions should not be brought to review meetings or annual review meetings unless this is necessary because the employee requires a reasonable adjustment.
b. Where a companion attends an appeal meeting, they can address the appeal meeting in order to:
    - put the case
    - sum up the case
    - respond on behalf of the employee to any view expressed in the appeal meeting
    - ask questions on behalf of the employee.
c. Companions can also confer with the employee during an appeal meeting.
d. A companion has no right to:
    - answer questions on the employee's behalf
    - address the appeal meeting if the employee does not wish it
    - prevent the employee from explaining their case.
e. A companion can be a willing work colleague not involved in the substance of the employee's appeal, a trade union official, an accredited representative of a trade

union, or a representative of any professional association of which the employee is a member.

9. Timing of appeal meetings

The aim is that appeal meetings will be held at mutually convenient times but depending on the circumstances, meetings may:

- **a.** need to be held when an employee is timetabled to teach or timetabled to work (in which case cover will be arranged)
- **b.** exceptionally be held after the end of the school day, including in directed time not be held on days on which the employee would not ordinarily work

be extended by agreement between the parties if the time limits cannot be met for any justifiable reason.

"*Be servants of the world of education, choreographers of hope, tireless seekers of wisdom, credible creators of expressions of beauty"*[8]

Where timescales are set out in this policy the term "school day" has been used.

For staff who work all year round, it may be necessary to use working days rather than school days in order to ensure that the process is completed as soon as possible. If working days are to be used the employee will be informed that this is the case.

This policy will be reviewed as required and employees will be consulted before any revised policy is adopted.

[8] *Drawing New Maps of Hope, Apostolic Letter, Pope Leo XIV (27 October 2025)*

CARER'S LEAVE POLICY

Introduction

This policy outlines the statutory rights and responsibilities of eligible employees who wish to take carer's leave. Carer's leave is available to employees who are required to provide or arrange care for a dependant who has a long-term care need.

This policy applies to carer's leave requests made on or after 6th April 2024.

The Trust applies this policy to its employees only (who will be referred to as "you**"** in this policy) and therefore it does not apply to agency workers, casual workers or the self-employed.

This policy is provided for guidance only and does not form part of any individual's contract of employment with the Trust, it is not intended to have any contractual effect and can be amended by the Trust at any time.

Subject to minimum statutory requirements from time to time in force, we reserve the right to vary and amend this policy and any procedure under it at any time and will notify all employees of the details of the change as soon as is reasonably practicable.

What is carer's leave

Carer's leave is a form of statutory unpaid leave allowing eligible employees, regardless of their length of service with the Trust, one week's unpaid leave during any 12-month period (see below). The purpose of the leave is to enable the employee to provide or arrange care for a dependant who has a long-term care need.

Who is eligible?

To be eligible to apply for carers leave you must:

- be an employee;
- be requesting Carer's leave on or after 6 April 2024;
- have a dependant with a long-term care need as defined below;
- be requesting the leave to enable you to provide or arrange care for that dependant;
- not have taken more than one week's carers leave in the past 12 months (ending on the last day of the carers leave requested); and
- comply with the notification requirements set out below.

For the purposes of this policy, the following definitions apply:

Long-term care means someone who:

- has an illness or injury (whether physical or mental) that requires, or is likely to require, care for more than three months;

- has a disability for the purposes of the Equality Act 2010; or
- requires care for a reason connected with their old age.

A **dependant** means:

- the employee's spouse or civil partner;
- the employee's child;
- the employee's parent;
- a person who lives in the same household as the employee (but who is not an employee, tenant, lodger or boarder of the employee); or
- a person who reasonably relies on the employee to provide or arrange care (e.g. an elderly neighbour).

Duration of carer's leave

The maximum entitlement is one weeks' unpaid carer's leave during any 12-month period. A "week" is equivalent to your normal working week. However, this may be different if you are in your first year of continuous service, in which case please contact your manager.

You are permitted to take carer's leave in consecutive or non-consecutive half or full days. The minimum amount of carer's leave you can take is half a working day. The maximum you can take is one continuous week.

In addition to the statutory right to unpaid carer's leave, the CEO/Principal/Headteacher , may, at their absolute discretion, and after careful and sympathetic consideration has been given to the circumstances of the case, grant you additional unpaid **OR** paid carer's leave. Where authorised you may be granted up to

- 5 days' unpaid **OR** paid leave in any 12-month period,

This entitlement will be calculated pro rata for part time staff, in accordance with their working days when compared to the full time equivalent.]

Your right to take carer's leave is a personal right. You cannot transfer your entitlement to the other employee.

Notification Requirements for carer's leave

You must inform your manager, in writing, of your intention to take carer's leave using the Carer's Leave Request Form, which is available from your manager. In this you must set out:

- the dates on which the period of leave you are requesting will start and end;
- state if you are requesting leave for part days and detail this; and
- The Trust will not require employees to provide evidence of their dependant's condition or caring responsibilities in order to exercise the statutory right to Carer's Leave.

You must give at least twice the amount of notice than the period of leave requested or, if longer, at least three days' notice. For example, if you are taking 1 day's leave, you must give at least 3 days' notice. If you are taking 2 days leave, you must give at least 4 days' notice.

Acceptance of carer's leave request

Where we are able to accept your request for carer's leave, we will write to you confirming this, usually within 5 working days (or prior to the first period of leave requested if sooner). We may need to discuss your request with you first.

The Company's right to postpone carer's leave

We may postpone your request for carer's leave by up to a maximum of one month of the start date of the original leave requested, if we consider that the leave request would cause undue disruption to the operation of our business at the proposed time.

If we postpone your request for carer's leave, we will liaise with you about suitable alternative dates. We will send you written notice, no more than 7 days after receipt of your request for leave (or before the first day requested), explaining the reasons for the postponement, together with the agreed new start and end dates for the postponed leave, which will be of the same duration as your original request.

Terms and conditions of employment during carer's leave

Carer's leave is unpaid, and the terms and conditions set out in your contract of employment relating to remuneration will not apply during any period of carer's leave.

During any period of carer's leave, you will:

- remain bound by the terms and conditions of your contract of employment including your duty of good faith to us, your duty not to disclose confidential information, your contractual notice provisions and any terms or conditions relating to the acceptance of gifts or other benefits, or participation by you in any other business; and
- continue to be entitled to the benefit of the Trust's implied obligation to preserve mutual trust and confidence and any terms and conditions of employment relating to notice of termination of the employment by the Trust, redundancy payments in the event of redundancies and to the Trust's disciplinary and grievance procedures.

Returning to work

You are entitled to return to work in the same position as you held before commencing carers leave. Your terms and conditions of employment will be no less favourable than they would have been if you had not been absent on carer's leave.

Annual leave

During any period of carer's leave, annual leave will continue to accrue at the rate provided under your contract **OR** which is the statutory minimum required by the Working Time Regulations 1998. If you are contractually entitled to more than the statutory minimum holiday each year then you will not accrue

any holiday entitlement during the period of carer's leave in respect of such entitlement over the statutory minimum and, as such, your overall contractual annual holiday entitlement for that year will be reduced accordingly.

Pension

During unpaid carer's leave, the Trust shall not make contributions into the Trust's pension scheme.

Sickness

If you are unable to return to work at the end of your carer's leave due to your own sickness or injury, this will be treated as sickness absence and our Sickness Absence and Sick Pay Policy will apply including its notification requirements.

Flexible working

We will deal with any requests by employees to change their working patterns (such as working part-time) after carer's leave on a case-by-case basis. However, you should note that there is no absolute right to insist on working part-time, only a statutory right to request flexible working where you are eligible.

You should refer to our Flexible Working Policy for further information and practical guidance about making an application to work flexibly.

DATA PROTECTION POLICY

1. Introduction

1.1. The UK General Data Protection Regulation (UK GDPR) ensures a balance between an individual's rights to privacy and the lawful processing of personal data undertaken by organisations in the course of their business. It aims to protect the rights of individuals about whom data is obtained, stored, processed or supplied and requires that organisations take appropriate security measures against unauthorised access, alteration, disclosure or destruction of personal data.

1.2. The Trust will protect and maintain a balance between Data Protection rights in accordance with the GDPR. This policy sets out how we handle the personal data of the Trust's students, parents, suppliers, employees, workers and other third parties.

1.3. This policy does not form part of individual's terms and conditions of employment with the Trust and is not intended to have contractual effect. Changes to data protection legislation will be monitored and further amendments may be required to this policy in order to remain compliant with legal obligations.

1.4. However, all members of staff are required to familiarise themselves with its content and comply with the provisions contained in it.

1.5. Breach of this policy will be treated as a disciplinary offence which may result in disciplinary action under the Trust's Disciplinary Policy and Procedure up to and including summary dismissal depending on the seriousness of the breach.

2. SECTION 1 - Definitions

2.1. Personal data

2.1.1. Personal data is any information relating to an individual where the individual can be identified (directly or indirectly) from that data alone or in combination with other identifiers we possess or can reasonably access. This includes special category data and pseudonymised personal data but excludes anonymous data or data that has had the identity of an individual permanently removed.

2.1.2. Personal data can be factual (for examples a name, email address, location or date of birth) or an opinion about that person's actions or behaviour.

2.1.3. Which is stored either electronically or as part of a structured manual filing system in such a way that it can be retrieved automatically by reference to the individual or criteria relating to that individual.

2.1.4. An individual about whom such information is stored is known as the Data Subject. It includes but is not limited to employees.

2.1.5. The organisation storing and controlling such information ("the Trust") is referred to as the Data Controller.

2.2. Special Category Data

2.2.1. Previously termed “Sensitive Personal Data”, Special Category Data is similar by definition and refers to data concerning an individual Data Subject’s racial or ethnic origin, political or religious beliefs, trade union membership, physical and mental health, sexuality, biometric or genetic data and personal data relating to criminal offences and convictions.

2.3. Data Subject

2.3.1. An individual about whom such information is stored is known as the Data Subject. It includes but is not limited to employees.

2.4. Data Controller

2.4.1. The organisation storing and controlling such information (i.e. the Trust) is referred to as the Data Controller.

2.5. Processing

2.5.1. Processing data involves any activity that involves the use of personal data. This includes but is not limited to obtaining, recording or holding data or carrying out set of operations on that data such as organisation, disclosing, destruction, dissemination, erasure, alteration, or retrieval. Processing also includes transmitting or transferring personal data to third parties.

2.6. Automated Processing

2.6.1. Any form of automated processing of personal data consisting of the use of personal data to evaluate certain personal aspects relating to an individual, in particular to analyse or predict aspects concerning that individual’s performance at work, economic situation, health, personal preferences, interests, reliability, behaviour, location or movements.

2.6.2. An example of automated processing includes profiling and automated decision making. Automatic decision making is when a decision is made which is based solely on automated processing which produces legal effects or significantly affects an individual. Automated decision making is prohibited except in exceptional circumstances.

2.7. Data Protection Impact Assessment (DPIA)

2.7.1. DPIAs are a tool used to identify risks in data processing activities with a view to reducing them.

2.8. Criminal Records Information

2.8.1. This refers to personal information relating to criminal convictions and offences, allegations, proceedings, and related security measures and could include DBS checks.

3. SECTION 2 - When Can the Trust Process Personal Data

3.1. Data Protection Principles

3.2. The Trust is responsible for and adheres to the principles relating to the processing of personal data as set out in the GDPR.

3.3. The principles the Trust must adhere to are set out below.

4. Principle 1: Personal data must be processed lawfully, fairly and in a transparent manner.

4.1. The Trust only collects, processes and shares personal data fairly and lawfully and for specified purposes. There must have a specified purpose for processing personal data and special category of data as set out in the GDPR.

4.2. Before the processing starts for the first time, we will review the purposes of the particular processing activity and select the most appropriate lawful basis for that processing. We will then regularly review those purposes whilst processing continues in order to satisfy ourselves that the processing is necessary for the purpose of the relevant lawful basis (i.e. that there is no other reasonable way to achieve that purpose).

4.3. Personal Data

4.4. The Trust may only process a data subject's personal data if one of the following fair processing conditions are met: -

4.4.1. The data subject has given their consent;

4.4.2. The processing is necessary for the performance of a contract with the data subject or for taking steps at their request to enter into a contract;

4.4.3. To protect the data subject's vital interests;

4.4.4. To meet its legal compliance obligations (other than a contractual obligation);

4.4.5. To perform a task in the public interest or in order to carry out official functions as authorised by law; or

4.4.6. For the purposes of the Trust's legitimate interests where authorised in accordance with data protection legislation. This is provided that it would not prejudice the rights and freedoms or legitimate interests of the data subject.

4.5. Special Category Data

4.5.1. The Trust may only process special category data if they are entitled to process personal data (using one of the fair processing conditions above) AND one of the following conditions are met: -

4.5.1.1. The data subject has given their explicit consent;

4.5.1.2. The processing is necessary for the purposes of exercising or performing any right or obligation which is conferred or imposed on the Trust in the field of employment law, social security law or social protection law. This may include, but is not limited to, dealing with sickness absence, dealing with a disability and making adjustments for the same, arranging private health care insurance and providing contractual sick pay;

4.5.1.3. To protect the data subject's vital interests;

4.5.1.4. To meet its legal compliance obligations (other than a contractual obligation);

4.5.1.5. Where the data has been made public by the data subject;

4.5.1.6. To perform a task in the substantial public interest or in order to carry out official functions as authorised by law;

4.5.1.7. Where it is necessary for the purposes of preventive or occupational medicine, for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services;

4.5.1.8. Where it is necessary for reasons of public interest in the area of public health; or

4.5.1.9. The processing in necessary for archiving, statistical or research purposes.

4.5.2. The Trust identifies and documents the legal grounds being relied upon for each processing activity.

4.6. **Consent**

4.6.1. Where the Trust relies on consent as a fair condition for processing (as set out above), it will adhere to the requirements set out in the GDPR.

4.6.2. Consent must be freely given, specific, informed and be an unambiguous indication of the data subject's wishes by which they signify agreement to the processing of personal data relating to them.

4.6.3. Explicit consent requires a very clear and specific statement to be relied upon (i.e. more than just mere action is required).

4.6.4. A data subject will have consented to processing of their personal data if they indicate agreement clearly either by a statement or positive action to the processing. Consent requires affirmative action so silence, pre-ticked boxes or inactivity will not amount to valid consent.

4.6.5. Data subjects must be easily able to withdraw consent to processing at any time and withdrawal must be promptly honoured.

4.6.6. If explicit consent is required, the Trust will normally seek another legal basis to process that data. However, if explicit consent is required the data subject will be provided with full information in order to provide explicit consent.

4.6.7. The Trust will keep records of consents obtained in order to demonstrate compliance with consent requirements under the GDPR.

5. Principle 2: Personal Data Must be Collected Only for Specified, Explicit and Legitimate Purposes

5.1. Personal data will not be processed in any matter that is incompatible with the legitimate purposes.

5.2. The Trust will not use personal data for new, different or incompatible purposes from that disclosed when the data was first obtained unless we have informed the data subject of the new purpose (and they have consented where necessary).

6. Principle 3: Personal Data Must be Adequate, Relevant and Limited to What is Necessary in Relation to the Purposes for which it is Processed

6.1. The Trust will only process personal data when its obligations and duties requires it to. We will not collect excessive data and ensure any personal data collected is adequate and relevant for the intended purposes.

6.2. When personal data is no longer needed for specified purposes, the Trust shall delete or anonymise the data in line with the IRMS retentions advice.

7. Principle 4: Personal Data Must be Accurate and Where Necessary Kept up to Date

7.1. The Trust will endeavour to correct or delete any inaccurate data being processed by checking the accuracy of the personal data at the point of collection and at regular intervals afterwards. We will take all reasonable steps to destroy or amend inaccurate or out of date personal data.

7.2. Data subjects also have an obligation to ensure that their data is accurate, complete, up to date and relevant. Data subjects have the right to request rectification to incomplete or inaccurate data held by the Trust.

8. Principle 5: Personal Data Must Not be Kept in a Form Which Permits Identification of Data Subjects for Longer than is Necessary for the Purposes for Which the Data is Processed

8.1. Legitimate purposes for which the data is being processed may include satisfying legal, accounting or reporting requirements.

8.2. The Trust will ensure that they adhere to legal timeframes for retaining data.

8.3. The Trust will take reasonable steps to destroy or erase from its systems all personal data that it no longer requires. The Trust will also ensure that data subjects are informed of the period for which data is stored and how that period is determined in our privacy notices.

8.4. Please refer to the Trust's Retention Policy for further details about how the Trust retains and removes data.

9. Principle 6: Personal data must be processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage

9.1. In order to assure the protection of all data being processed, the Trust will develop, implement and maintain reasonable safeguard and security measures. This includes using measures such as: -

9.1.1. Encryption;

9.1.2. Pseudonymisation (this is where the Trust replaces information that directly or indirectly identifies an individual with one or more artificial identifiers or pseudonyms so that the person to whom the data relates cannot be identified without the use of additional information which is meant to be kept separately and secure);

9.1.3. Ensuring authorised access (i.e. that only people who have a need to know the personal data are authorised to access it);

9.1.4. Adhering to confidentiality principles; and

9.1.5. Ensuring personal data is accurate and suitable for the process for which it is processed.

9.2. The Trust follows procedures and technologies to ensure security and will regularly evaluate and test the effectiveness of those safeguards to ensure security in processing personal data.

9.3. The Trust will only transfer personal data to third party service providers who agree to comply with the required policies and procedures and agree to put adequate measures in place.

9.4. Full details on the Trust's security measures are set out in the Trust's Security Policy.

10. Sharing Personal Data

10.1. The Trust will generally not share personal data with third parties unless certain safeguards and contractual arrangements have been put in place. These include if the third party: -

10.1.1. Has a need to know the information for the purposes of providing the contracted services;

10.1.2. Sharing the personal data complies with the privacy notice that has been provided to the data subject and, if required, the data subject's consent has been obtained;

10.1.3. The third party has agreed to comply with the required data security standards, policies and procedures and put adequate security measures in place;

10.1.4. The transfer complies with any applicable cross border transfer restrictions; and

10.1.5. A fully executed written contract that contains GDPR approved third party clauses has been obtained.

10.2. There may be circumstances where the Trust is required either by law or in the best interests of its students, parents or staff to pass information onto external authorities, for example, the Local Authority, Ofsted or the Department of Health. These authorities are up to date with data protection law and have their own policies relating to the protection of any data that they receive or collect.

10.3. The intention to share data relating to individuals to an organisation outside of the Trust shall be clearly defined within written notifications and details and basis for sharing that data given.

11. Transfer of Data Outside the European Economic Area (EEA)

11.1. The GDPR restricts data transfers to countries outside the EEA in order to ensure that the level of data protection afforded to individuals by the GDPR is not undermined.

11.2. The Trust will not transfer data to another country outside of the EEA without appropriate safeguards being in place and in compliance with the GDPR. All staff must comply with the Trust's guidelines on transferring data outside of the EEA. For the avoidance of doubt, a transfer of data to another country can occur when you transmit, send, view or access that data in that particular country.

12. Transfer of Data Outside the UK

12.1. The Trust may transfer personal information outside the UK and/or to international organisations on the basis that the country, territory or organisation is designated as having an adequate level of protection or that the organisation receiving the information has provided adequate safeguards by way of binding corporate rules, standard data protection clauses or compliance with an approved code of conduct.

13. SECTION 3 - Data Subject's Rights and Requests

13.1. Personal data must be made available to data subjects as set out within this policy and data subjects must be allowed to exercise certain rights in relation to their personal data. The rights data subjects have in relation to how the Trust handles their personal data are set out below: -

13.1.1. (Where consent is relied upon as a condition of processing) to withdraw consent to processing at any time;

13.1.2. Receive certain information about the Trust's processing activities;

13.1.3. Request access to their personal data that we hold;

13.1.4. Prevent its use of their personal data for marketing purposes;

13.1.5. Ask us to erase personal data if it is no longer necessary in relation to the purposes for which it was collected or processed or to rectify inaccurate data or to complete incomplete data;

13.1.6. Restrict processing in specific circumstances;

13.1.7. Challenge processing which has been justified on the basis of its legitimate interests or in the public interest;

13.1.8. Request a copy of an agreement under which personal data is transferred outside of the EEA;

13.1.9. Object to decisions based solely on automated processing;

13.1.10. Prevent processing that is likely to cause damage or distress to the data subject or anyone else;

13.1.11. Be notified of a personal data breach which is likely to result in high risk to their rights and freedoms;

13.1.12. Make a complaint to the supervisory authority; and

13.1.13. In limited circumstances, receive or ask for their personal data to be transferred to a third party in a structured, commonly used and machine-readable format.

13.2. If any request is made to exercise the rights above, it is a requirement for the relevant staff member within the Trust to verify the identity of the individual making the request.

14. Other Supplementary Information

14.1. Any Data Subject who wishes to obtain the above information must notify the Trust in writing of their request. This is known as a Data Subject Access Request.

14.2. The request should in the first instance be sent to the CEO / Principal / Head Teacher

15. Direct Marketing

15.1. The Trust is subject to certain rules and privacy laws when marketing. For example, a data subject's prior consent will be required for electronic direct marketing (for example, by email, text or automated calls).

15.2. The Trust will explicitly offer individuals the opportunity to object to direct marketing and will do so in an intelligible format which is clear for the individual to understand.

15.3. The Trust will promptly respond to any individual objection to direct marketing.

16. Employee Obligations

16.1. Employees may have access to the personal data of other members of staff, suppliers, parents or students of the Trust in the course of their employment or engagement. If so, the Trust expects those employees to help meet the Trust's data protection obligations to those individuals. Specifically, you must: -

16.1.1. Only access the personal data that you have authority to access, and only for authorised purposes;

16.1.2. Only allow others to access personal data if they have appropriate authorisation;

16.1.3. Keep personal data secure (for example by complying with rules on access to Trust premises, computer access, password protection and secure file storage and destruction;

16.1.4. Not to remove personal data or devices containing personal data from the Trust premises unless appropriate security measures are in place (such as pseudonymisation, encryption, password protection) to secure the information; and

16.1.5. Not to store personal information on local drives or cloud storage, including information of an inappropriate nature (radicalisation, inappropriate images).

16.1.6. Not to store any student/staff personal data from other schools or prior employment.

17. SECTION 4 - Accountability

17.1. The Trust will ensure compliance with data protection principles by implementing appropriate technical and organisational measures. We are responsible for and demonstrate accountability with the GDPR principles.

17.2. The Trust has taken the following steps to ensure and document GDPR compliance: -

17.2.1. Data Protection Officer (DPO)

17.2.1.1. Please find below details of the Trust's Data Protection Officer: -

Data Protection Officer: DPO for Education
Address: Kingsley House, 22-24 Elm Road. Essex
Email: info@dpoforeducation.co.uk
Web: http://dpofor education.co.uk
Telephone: 01702660234
Lead Contact: Andy Crow

17.2.2. The DPO is responsible for overseeing this data protection policy and developing data-related policies and guidelines.

17.2.3. Please contact the DPO with any questions about the operation of this Data Protection Policy or the GDPR or if you have any concerns that this policy is not being or has not been followed. In particular, you must always contact the DPO in the following circumstances: -

17.2.3.1. If you are unsure of the lawful basis being relied on by the Trust to process personal data;

17.2.3.2. If you need to rely on consent as a fair reason for processing (please see below the section on consent for further detail);

17.2.3.3. If you need to draft privacy notices or fair processing notices;

17.2.3.4. If you are unsure about the retention periods for the personal data being processed;

17.2.3.5. If you are unsure about what security measures need to be put in place to protect personal data;

17.2.3.6. If there has been a personal data breach and you would be referred to the letter regarding a personal data breach.

17.2.3.7. If you are unsure on what basis to transfer personal data outside the EEA;

17.2.3.8. If you need any assistance dealing with any rights invoked by a data subject;

17.2.3.9. Whenever you are engaging in a significant new (or a change in) processing activity which is likely to require a data protection impact assessment or if you plan to use personal data for purposes other than what it was collected for;

17.2.3.10. If you plan to undertake any activities involving automated processing or automated decision making;

17.2.3.11. If you need help complying with applicable law when carrying out direct marketing activities; or

17.2.3.12. If you need help with any contracts or other areas in relation to sharing personal data with third parties.

18. Personal Data Breaches

18.1. The GDPR requires the Trust to notify any applicable personal data breach to the Information Commissioner's Office (ICO) within 72 hours of becoming aware of the breach.

18.2. We have put in place procedures to deal with any suspected personal data breach and will notify data subjects or any applicable regulator where we are legally required to do so.

18.3. If you know or suspect that a personal data breach has occurred, do not attempt to investigate the matter yourself. Immediately contact the person or team designated as the key point of contact for personal data breaches who is DPO Andy Crow info@dpoforeducation.co.uk

19. Transparency and Privacy Notices

19.1. The Trust will provide detailed, specific information to data subjects. This information will be provided through the Trust's privacy notice which are concise, transparent, intelligible, easily accessible and in clear and plain language so that a data subject can easily understand them. Privacy notices sets out information for data subjects about how the Trust uses its data and the Trust's privacy notices are tailored to suit the data subject.

19.2. Whenever the Trust collects personal data directly from data subjects, including for human resources or employment purposes, it will provide the data subject with all the information required by the GDPR including the identity of the data protection officer, the Trust's contact details, how and why it will use, process, disclose, protect and retain personal data. This will be provided in the Trust's privacy notice.

19.3. When personal data is collected indirectly (for example from a third party or publicly available source), the Trust will provide the data subject with the above information as soon as possible after receiving the data. The Trust will also confirm whether that third party has collected and processed data in accordance with the GDPR.

19.4. Notifications shall be in accordance with ICO guidance and, where relevant, be written in a form understandable by those defined as "children" under the GDPR.

20. Privacy by Design

20.1. The Trust adopts a privacy by design approach to data protection to ensure that we adhere to data compliance and to implement technical and organisational measures in an effective manner.

20.2. Privacy by design is an approach that promotes privacy and data protection compliance from the start. To help us achieve this, the Trust takes into account the nature and purposes of the processing, any cost of implementation and any risks to rights and freedoms of data subjects when implementing data processes.

21. Data Protection Impact Assessments (DPIAs)

21.1. In order to achieve a privacy by design approach, the Trust conducts DPIAs for any new technologies or programmes being used by the Trust which could affect the processing of personal data. In any event the Trust carries out DPIAs when required by the GDPR in the following circumstances: -

21.1.1. For the use of new technologies (programs, systems or processes) or changing technologies;

21.1.2. For the use of automated processing;

21.1.3. For large scale processing of special category data; or

21.1.4. For large scale, systematic monitoring of a publicly accessible area (through the use of CCTV).

21.2. Our DPIAs contain: -

21.2.1. A description of the processing, its purposes and any legitimate interests used;

21.2.2. An assessment of the necessity and proportionality of the processing in relation to its purpose;

21.2.3. An assessment of the risk to individuals; and

21.2.4. The risk mitigation measures in place and demonstration of compliance.

22. Record Keeping

22.1. The Trust is required to keep full and accurate records of its data processing activities. These records include: -

22.1.1. The name and contact details of the Trust and its academies;

22.1.2. The name and contact details of the Data Protection Officer;

22.1.3. Descriptions of the types of personal data used;

22.1.4. Description of the data subjects;

22.1.5. Details of the Trust's processing activities and purposes;

22.1.6. Details of any third-party recipients of the personal data;

22.1.7. Where personal data is stored;

22.1.8. Retention periods; and

22.1.9. Security measures in place.

23. Training

23.1. The Trust will ensure all relevant personnel have undergone adequate training to enable them to comply with data privacy laws.

24. Audit

24.1. The Trust through its DPO regularly tests it data systems and processes in order to assess compliance. These are done through data audits which take place regularly in order to review use of personal data.

25. Related Documents

25.1. Staff should refer to the following documents that are related to this data protection policy:

25.1.1. GDPR Data Breach Letter

25.1.2. GDPR Pupils' Privacy Notice

25.1.3. GDPR Staff Privacy Notice

25.1.4. GDPR Families Privacy Notice

25.1.5. GDPR Candidate Privacy Notice

25.1.6. GDPR Governor Privacy Notice

25.1.7. GDPR Volunteer Privacy Notice

Appendix 1 – Subject Access Requests

Under Data Protection Law, Data Subjects have a general right to find out whether the Trust holds or processes personal data about them, to access that data, and to be given supplementary information. This is known as the right of access, or the right to make a data subject access request (SAR). The purpose of the right is to enable the individual to be aware of, and verify, the lawfulness of the processing of personal data that the Trust is undertaking.

A Data Subject has the right to be informed by the Trust of the following: -

Confirmation that their data is being processed;

Access to their personal data;

A description of the information that is being processed;

The purpose for which the information is being processed;

The recipients/class of recipients to whom that information is or may be disclosed;

Details of the Trust's sources of information obtained;

In relation to any Personal Data processed for the purposes of evaluating matters in relation to the Data Subject that has constituted or is likely to constitute the sole basis for any decision significantly affecting them, to be informed of the logic of the Data Controller's decision making. Such data may include, but is not limited to, performance at work, creditworthiness, reliability and conduct; and

Other supplementary information.

How to recognise a subject access request

A data subject access request is a request from an individual (or from someone acting with the authority of an individual, e.g. a solicitor or a parent making a request in relation to information relating to their child):
for confirmation as to whether the Trust processes personal data about them and, if so

for access to that personal data

and/or certain other supplementary information

A valid SAR can be both in writing (by letter, email, WhatsApp text) or verbally (e.g. during a telephone conversation). The request may refer to the UK GDPR and/or to 'data protection' and/or to 'personal data' but does not need to do so in order to be a valid request. For example, a letter which states 'please provide me with a copy of information that the Trust holds about me' will be a data subject access request and should be treated as such.
A data subject is generally only entitled to access their own personal data, and not information relating to other people.

How to make a data subject access request

Whilst there is no requirement to do so, we encourage any individuals who wish to make such a request to make the request in writing, detailing exactly the personal data being requested. This allows the Trust to easily recognise that you wish to make a data subject access request and the nature of your request. If the request is unclear/ vague we may be required to clarify the scope of the request which may in turn delay the start of the time period for dealing with the request.

What to do when you receive a data subject access request

All data subject access requests should be immediately directed to the DPO who should contact DPO for Education in order to assist with the request and what is required.

Acknowledging the request

When receiving a SAR the Trust shall acknowledge the request as soon as possible and inform the requester about the statutory deadline (of one calendar month) to respond to the request.
In addition to acknowledging the request, the Trust may ask for:
proof of ID (if needed);

further clarification about the requested information;

if it is not clear where the information shall be sent, the Trust must clarify what address/email address to use when sending the requested information; and/or

consent (if requesting third party data).

The Trust should work with their DPO in order to create the acknowledgment.

Verifying the identity of a requester or requesting clarification of the request

Before responding to a SAR, the Trust will take reasonable steps to verify the identity of the person making the request. In the case of current employees, this will usually be straightforward. The Trust is entitled to request additional information from a requester in order to verify whether the requester is in fact who they say they are. Where the Trust has reasonable doubts as to the identity of the individual making the request, evidence of identity may be established by production of a passport, driving license, a recent utility bill with current address, birth/marriage certificate, credit card or a mortgage statement.
If an individual is requesting a large amount of data the Trust may ask the requester for more information for the purpose of clarifying the request, but the requester shall never be asked why the request has been made. The Trust shall let the requestor know as soon as possible where more information is needed before responding to the request.
In both cases, the period of responding begins when the additional information has been received. If the Trust does not receive this information, they will be unable to comply with the request.

Requests made by third parties or on behalf of children

The Trust needs to be satisfied that the third party making the request is entitled to act on behalf of the individual, but it is the third party's responsibility to provide evidence of this entitlement. This might be a written authority to make the request, or it might be a more general power of attorney. The Trust may also require proof of identity in certain circumstances.

When requests are made on behalf of children, it is important to note that even if a child is too young to understand the implications of subject access rights, it is still the right of the child, rather than of anyone else such as a parent or guardian, to have access to the child's personal data. Before responding to a SAR for information held about a child, the Trust should consider whether the child is mature enough to understand their rights. If the Trust is confident that the child can understand their rights, then the Trust should usually respond directly to the child or seek their consent before releasing their information.

It shall be assessed if the child is able to understand (in broad terms) what it means to make a subject access request and how to interpret the information they receive as a result of doing so. When considering borderline cases, it should be taken into account, among other things:

the child's level of maturity and their ability to make decisions like this;
the nature of the personal data;
any court orders relating to parental access or responsibility that may apply;
any duty of confidence owed to the child or young person;
any consequences of allowing those with parental responsibility access to the child's or young person's information. This is particularly important if there have been allegations of abuse or ill treatment;
any detriment to the child or young person if individuals with parental responsibility cannot access this information; and
any views the child or young person has on whether their parents should have access to information about them.

Generally, a person aged 12 years or over is presumed to be of sufficient age and maturity to be able to exercise their right of access, unless the contrary is shown. In relation to a child 12 years of age or older, then provided that the Trust is confident that they understand their rights, and there is no reason to believe that the child does not have the capacity to make a request on their own behalf, the Trust will require the written authorisation of the child before responding to the requester or provide the personal data directly to the child.
The Trust may also refuse to provide information to parents if there are consequences of allowing access to the child's information – for example if it is likely to cause detriment to the child.

Fee for responding to a SAR

The Trust will usually deal with a SAR free of charge. Where a request is considered to be manifestly unfounded or excessive a fee to cover administrative costs may be requested.

Time Period for Responding to a SAR

The Trust has one calendar month to respond to a SAR. This will run from the day that the request was received or from the day when any additional identification or other information requested is received, or payment of any required fee has been received.
The period for response may be extended by a further two calendar months in relation to complex requests. What constitutes a complex request will depend on the particular nature of the request. The DPO must always be consulted in determining whether a request is sufficiently complex as to extend the response period.

Where a request is considered to be sufficiently complex as to require an extension of the period for response, the Trust will need to notify the requester within one calendar month of receiving the request, together with reasons as to why this extension is considered necessary.

Trust closure periods

Requests received during or just before Trust closure periods may not be able to be responded to within the one calendar month response period. This is because no one will be on site to comply with the request. As a result, it is unlikely that your request will be able to be dealt with during this time. We may not be able to acknowledge your request during this time (i.e. until a time when we receive the request), however, if we can acknowledge the request, we may still not be able to deal with it until the Trust re-opens. The Trust will endeavour to comply with requests as soon as possible and will keep

in communication with you as far as possible. If your request is urgent, please provide your request during term times and not during/close to closure periods.

Information to be provided in response to a request

The individual is entitled to receive access to the personal data we process about them.
The information should be provided in a way that is concise, transparent, easy to understand and easy to access using clear and plain language, with any technical terms, abbreviations or codes explained.
The response shall be given in writing if the SAR was made in writing in a commonly used electronic format.

The information that the Trust is required to supply in response to a SAR must be supplied by reference to the data in question at the time the request was received. However, as the Trust has one month in which to respond the Trust is allowed to take into account any amendment or deletion made to the personal data between the time the request is received and the time the personal data is supplied if such amendment or deletion would have been made regardless of the receipt of the SAR.
The Trust is therefore, allowed to carry out regular housekeeping activities even if this means deleting or amending personal data after the receipt of a SAR. The Trust is not allowed to amend or delete data to avoid supplying the data.

How to locate information

The personal data the Trust needs to provide in response to a data subject access request may be located in several of the electronic and manual filing systems. This is why it is important to identify at the outset the type of information requested so that the search can be focused.

Protection of third parties -exemptions to the right of subject access

There are circumstances where information can be withheld pursuant to a SAR. These specific exemptions and requests should be considered on a case-by-case basis.

The Trust will consider whether it is possible to redact information so that this does not identify those third parties. If their data cannot be redacted (for example, after redaction it is still obvious who the data relates to) then the Trust does not have to disclose personal data to the extent that doing so would involve disclosing information relating to another individual (including information identifying the other individual as the source of information) who can be identified from the information unless:

the other individual has consented to the disclosure; or
it is reasonable to comply with the request without that individual's consent.

In determining whether it is reasonable to disclose the information without the individual's consent, all of the relevant circumstances will be taken into account, including:

the type of information that they would disclose;
any duty of confidentiality they owe to the other individual;
any steps taken to seek consent from the other individual;
whether the other individual is capable of giving consent; and
any express refusal of consent by the other individual.

It needs to be decided whether it is appropriate to disclose the information in each case. This decision will involve balancing the data subject's right of access against the other individual's rights. If the other

person consents to the Trust disclosing the information about them, then it would be unreasonable not to do so. However, if there is no such consent, the Trust must decide whether to disclose the information anyway. If there are any concerns in this regard, then the DPO should be consulted.

Other exemptions to the right of subject access

In certain circumstances the Trust may be exempt from providing some or all of the personal data requested. These exemptions are described below and should only be applied on a case-by-case basis after a careful consideration of all the facts.
Crime detection and prevention: The Trust does not have to disclose any personal data being processed for the purposes of preventing or detecting crime; apprehending or prosecuting offenders; or assessing or collecting any tax or duty.
Confidential references: The Trust does not have to disclose any confidential references given to third parties for the purpose of actual or prospective:

education, training or employment of the individual;

appointment of the individual to any office; or

provision by the individual of any service

This exemption does not apply to confidential references that the Trust receives from third parties. However, in this situation, granting access to the reference may disclose the personal data of another individual (i.e. the person giving the reference), which means that the Trust must consider the rules regarding disclosure of third-party data set out above before disclosing the reference.
Legal professional privilege: The Trust does not have to disclose any personal data which are subject to legal professional privilege.

Management forecasting: The Trust does not have to disclose any personal data processed for the purposes of management forecasting or management planning to assist us in the conduct of any business or any other activity.

Negotiations: The Trust does not have to disclose any personal data consisting of records of intentions in relation to any negotiations with the individual where doing so would be likely to prejudice those negotiations.

DISCIPLINARY POLICY AND PROCEDURE

1. Commitment to equality

1.1. The Trust is committed to providing a positive working environment which is free from prejudice and unlawful discrimination and any form of harassment, bullying or victimisation. We have developed a number of key policies to ensure that the principles of Catholic Social Teaching in relation to human dignity and dignity in work become embedded into every aspect of school life and these policies are reviewed regularly in this regard.

2. Definitions

2.1. In this Disciplinary Policy and Procedure, unless the context otherwise requires, the following expressions shall have the following meanings:

2.1.1. 'Academy' means the local academy within the Trust at which you work and includes all sites upon which the Academy undertaking is, from time to time, being carried out.

2.1.2. 'Board' means the board of Directors of the Trust.

2.1.3. 'Chair' means the Chair of the Board as appointed from time to time.

2.1.4. 'Clerk' means the Clerk to the Board as appointed from time to time.

2.1.5. 'Companion' means a willing work colleague not involved in the subject matter of the disciplinary proceedings against an employee under this Disciplinary Policy and Procedure, or a trade union official, an accredited representative of a trade union or other professional association of which the employee is a member, who should be available for the periods of time necessary to meet the timescales under this Disciplinary Policy and Procedure.

2.1.6. 'Diocesan Schools Commission' means the education service provided by the diocese in which the Academy is situated, which may also be known, or referred to, as the Diocesan Education Service.

2.1.7. 'Directors' means directors appointed to the Board from time to time.

2.1.8. 'Governing Board' means the body carrying out the employment functions of the Trust in relation to the Academy and such term may include the Board and/or the Local Governing Body of the Academy.

2.1.9. 'Governors' means (if appropriate to the context), the governors appointed and elected to the Local Governing Body, from time to time.

2.1.10. 'Principal / Head Teacher' means the most senior teacher in the Academy who is responsible for its management and administration.

2.1.11. ‘Local Governing Body’ means (if appropriate to the context), the Governors appointed to carry out specified functions in relation to the Academy as delegated by the Trust.

2.1.12. ‘Misconduct’ means any action or inaction which may contravene the provisions of the employee’s contract of employment, the rules laid down by the Trust and/or any Professional Code of Conduct and Practice. In such cases the Disciplinary Policy and Procedure will apply and the Capability Policy and Procedure may also apply.

2.1.13. ‘Trust’ means the entity responsible for the management of the Academy and, for all purposes, means the employer of staff at the Academy.

2.1.14. ‘Vice-Chair’ means the Vice-Chair of the Board as elected from time to time.

2.1.15. ‘Working Day’ means any day on which you would ordinarily work if you were a full-time employee. In other words, ‘Working Day’ will apply differently to teaching and non-teaching staff. However, part-time and full-time staff will not be treated differently for the purposes of implementing this Disciplinary Policy and Procedure.

3. Scope

3.1. This Disciplinary Policy and Procedure applies to you if you are an employee or worker of the Trust (hereinafter referred to as an “employee” or “you”).

3.2. This policy does not form part of any employee’s terms and conditions of employment and is not intended to have contractual effect. The Trust reserves it right to amend this policy at any time.

3.3. The purpose of this policy is to provide a structure to address any issues or concerns that the Trust may have relating to an employee’s conduct.

3.4. An employee is entitled to have access, by arrangement, to their personnel file and to request the deletion of time-expired records in line with the provisions of the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

3.5. The Trust delegates its authority in the manner set out in this policy.

3.6. There may be some occasions where an employee’s lack of capability could also be described as lack of competence. This Disciplinary Policy and Procedure and the Trust’s Capability Policy and Procedure may be used concurrently whilst the Trust endeavours to ascertain if the employee’s lack of capability is due to Misconduct, (for example, where the employee is capable of reaching the required standard but has taken active steps not to do so), or lack of competence.

3.7. There may be occasions where an employee’s conduct could relate to their health. This Disciplinary Policy and Procedure may be used concurrently with the Trust’s Sickness Absence Policy and Procedure. In particular, if an employee is absent from work on sick leave following this Disciplinary Policy and Procedure being invoked, the Trust may use its Sickness Absence Policy and Procedure if it is appropriate in the specific circumstances. The

process of managing unsatisfactory behaviour using this Disciplinary Policy and Procedure will not necessarily cease where the employee is absent on the grounds of illness.

3.8. Subject to Section 3 of the Trust's Grievance Resolution Policy and Procedure, there may be occasions when an employee brings a grievance pursuant to the Trust's Grievance Resolution Policy and Procedure in connection with actions taken under this Disciplinary Policy and Procedure. This shall not lead to any automatic delay or pause in the conduct of any matters under this Disciplinary Policy and Procedure. In such circumstances, the employee and the CEO / Principal / Head Teacher, or in the case where the disciplinary matter relates to the CEO / Principal / Head Teacher, the Chair, will meet to discuss whether or not the Disciplinary Policy and Procedure should be suspended whilst the grievance is dealt with. The final decision as to whether or not to suspend the Disciplinary Policy and Procedure in such circumstances will be taken by the CEO / Principal / Head Teacher or the Chair (as appropriate) and their decision shall be final.

3.9. There may be occasions where this procedure needs to be modified, for example to comply with the requirements of the Trust's Child Protection and Safeguarding Policies, for example, by allowing the Local Authority Designated Officer to offer advice to the Board at appropriate stages or where an employee has a disability which means that reasonable adjustments need to be made to this procedure. Where the Trust's Child Protection and Safeguarding Policies are invoked, this Disciplinary Policy and Procedure may be suspended until such time as the Trust determines, in its sole discretion, that it is appropriate to resume it.

3.10. The Trust is committed to ensuring respect, objectivity, belief in the dignity of the individual, consistency of treatment and fairness in the operation of this Disciplinary Policy and Procedure. This commitment extends to promoting equality of opportunity and eliminating unlawful discrimination throughout the community which includes all of the academies within the Trust.

3.11. This Disciplinary Policy and Procedure offers opportunities to ensure justice for teachers, support staff and students alike and has the potential for the expression of Christian qualities such as honesty, self-knowledge, respect for others and their gifts, recognition of the needs and achievements of others, challenge of self and others, personal growth and openness.

3.12. The Trust's Appraisal Policy and Procedure and Capability Policy and Procedure do not form part of this Disciplinary Policy and Procedure but relevant information from the appraisal and/or capability process, including Appraisal Reports, may be taken into account in relation to the operation of this Disciplinary Policy and Procedure.

3.13. The management of disciplinary issues and related investigations will be treated in confidence as far as possible by all parties involved at all stages of this Disciplinary Policy and Procedure.

3.14. The Trust will maintain records of all interviews and reviews which take place under this Disciplinary Policy and Procedure for a period of up to 12 months or longer where necessary and where there is an applicable lawful basis under the GDPR for extending the retention period. All data and evidence collected is to be shared between all the relevant

parties, including the employee, where there is an applicable lawful basis under the provisions of the GDPR.

4. Informal Advice and Guidance

4.1. Sometimes potential disciplinary issues can be resolved informally in the workplace. This involves drawing the employee's attention to the perceived unsatisfactory conduct, discussing the situation and agreeing an appropriate way forward including any improvement required.

4.2. Your line manager may give you informal advice and guidance at any time about any conduct falling short of the standard expected and, in many cases, the right word at the right time and in the right way may be all that is needed. Where appropriate, support will be provided by your line manager.

4.3. Informal advice and guidance may be provided verbally or in writing but will always be noted in writing on your personnel records. Where informal advice and guidance is provided verbally and noted on your personnel records you will be provided with a copy of the note. The provision of informal advice and guidance may be referred to at a later stage to evidence that an informal approach was attempted and to demonstrate the success or failure of such an approach. The provision of informal advice and guidance is not a disciplinary sanction. Employees have the right to have their response to any informal advice and guidance provided, recorded in writing on their personnel records.

4.4. Failure to comply with any informal advice and guidance provided will not, on its own, be used as justification for issuing a higher form of sanction than would otherwise have been imposed under the formal process.

4.5. Consideration will be given to any difficulties which an employee may be facing, and the Trust will provide reasonable support and assistance to help the employee to overcome them. Such support and assistance may include, where appropriate, the Trust seeking appropriate medical or other advice regarding the effective management of any disciplinary issues.

5. Suspension

5.1. In cases where the Investigating Manager (as appointed pursuant to Paragraph 6) considers that it is appropriate (based on their initial findings) the CEO / Principal / Head Teacher, or in the case of a decision regarding the suspension of the CEO / Principal / Head Teacher, the Chair may take the decision to suspend an employee pending the conclusion of the investigation.

5.2. Where the circumstances allow, the employee will be given the opportunity to attend a suspension meeting to respond to the recommendation to suspend before a decision is taken to suspend. This response should not be a response to the disciplinary allegations(s) but a response as to whether suspension is appropriate in the circumstances. The employee may be accompanied by a Companion during the suspension meeting, where practicable.

5.3. A record will be kept of the determined purpose for the suspension for a period of up to 12 months and of any alternatives to suspension that were considered.

5.4. The Principal / Head Teacher must inform the Chair of the suspension. Where it is the CEO / Principal / Head Teacher who has been suspended, the Chair must inform the Board (excluding any staff Directors if there are any).

5.5. The period of suspension referred to in Paragraph 5.1 may be extended, subject to review by the Chair. The reason(s) for extending the suspension along with the length of the extension will be confirmed in writing as soon as is reasonably practicable following a decision to extend being made.

5.6. Only the Board may end a suspension.

5.7. Notification of suspension should ideally be undertaken in person but may, where the circumstances dictate, be notified to the employee in writing. If notification of suspension is undertaken in person, it will be confirmed in writing.

5.8. ACAS suggests that suspension may, whilst investigations are carried out, be appropriate where:

5.8.1. Working relationships have broken down;

5.8.2. gross Misconduct is alleged;

5.8.3. there are reasonable concerns that evidence or witnesses could be prejudiced by the employee's presence during the investigation;

5.8.4. there are responsibilities to other parties;

5.8.5. it is necessary for the protection of students, staff or property; and/or

5.8.6. the presence at work of the employee under investigation may be an obstacle to a proper investigation.

5.9. Suspension does not constitute a disciplinary sanction. It is a neutral act intended to ensure an effective investigation can take place. You will receive full pay and benefits during any period of suspension (unless you are otherwise absent from work due to sickness or other leave and have exhausted the pay entitlements connected to such absence). Periods of suspension will be as brief as possible and will be kept under review. For periods of suspension lasting 20 Working Days or longer, they will be reviewed at least every 20 Working Days.

5.10. During a period of suspension, the Academy may require that you do not:

5.10.1. attend the Academy at any time (except with the prior agreement of the Principal / Head Teacher or Chair);

5.10.2. communicate in any way with parents, students, Directors, Governors or any other third party connected to the Academy or the Trust except:

5.10.3. with the prior written agreement of the Principal / Head Teacher/Chair; or

5.10.4. where following an investigation you are called to a formal Disciplinary Meeting, when you may then approach parents, students, Directors, Governors or any third party connected to the Academy or the Trust as potential witnesses, but this must be done via the Investigating Manager to avoid any data breach or breach of confidentiality;

5.10.5. discuss the fact of your suspension or the fact, or nature, of the allegations against you with any member of staff except:

5.10.6. with the prior written agreement of the Principal / Head Teacher / Chair;

5.10.7. for communication with your Companion where your Companion is a Trade Union representative;

5.10.8. where you are called to an interview with the Investigating Manager, a Disciplinary Meeting or a suspension meeting, when you approach a Companion who is a colleague; or

5.10.9. where you are called to a formal Disciplinary Meeting you may approach work colleagues as potential witnesses in support of your case, but this must be done via the Investigating Manager to avoid any data breach or breach of confidentiality.

5.11. During periods of suspension, the Trust may suspend your access to your email account and to the Managed Learning Environment (MLE) / Virtual Learning Environment (VLE).

5.12. During periods of suspension, the Trust may take such steps as are necessary to cover your workload.

5.13. During any period of suspension your contractual duties to the Academy and to Trust (whether express or implied) remain in force and enforceable.

5.14. During periods of suspension, the CEO / Principal / Head Teacher, or where it is the CEO / Principal / Head Teacher who has been suspended, the Chair, will appoint an appropriate member of staff, or in the case of the suspension of the CEO / Principal / Head Teacher, a member of the Board, to act as a point of contact for you. This individual will not be able to discuss the disciplinary issue with you but will be responsible for keeping you informed of any relevant workplace developments and maintaining your relationship with the Academy.

6. Investigating, Disciplinary and Appeal Managers

6.1. The table below sets out the persons to be appointed throughout the stages of the disciplinary procedure depending on the person who is the subject of the disciplinary proceedings:

Employee Level	***Investigating Manager***	***Disciplinary Manager***	***Appeal Manager***

CEO / Principal / Head Teacher	Chair or a non-staff Director (other than the Vice-Chair) appointed by the Chair	Directors' Disciplinary Panel appointed by the Vice-Chair	Directors' Appeal Panel appointed by the Vice-Chair
Other Leadership Spine and School Business Manager	Principal / Head Teacher	Directors' Disciplinary Panel appointed by the Chair	Directors' Appeal Panel appointed by the Vice-Chair
Other Teaching Staff	Principal / Head Teacher or a sufficiently senior member of staff appointed by the Principal / Head Teacher	Directors' Disciplinary Panel appointed by the Chair	Directors' Appeal Panel appointed by the Chair
Other Support Staff	Principal / Headteacher or a sufficiently senior member of staff appointed by the Principal / Head Teacher	Directors' Disciplinary Panel appointed by the Chair	Directors' Appeal Panel appointed by the Chair

6.2. In cases relating to any alleged gross Misconduct that would bring the Academy and/or the Trust into disrepute, particularly in relation to its religious character, the Chair may act as Investigating Manager regardless of the level of the employee involved Decisions as to whether the Chair should act in these circumstances will be made by the Chair, whose decision shall be final.

6.3. The chair of the board reserves the right to delegate authority to a responsible, trained person to act on their behalf in investigation and disciplinary meetings where appropriate.

6.4. Trust HR should be consulted prior to any suspension, investigation or disciplinary process is commenced.

7. Formal Process

7.1. Step 1 - Investigation

7.1.1. The Investigating Manager will conduct an investigation into the alleged Misconduct in a timely manner. The Investigating Manager should not have any previous involvement in the matter.

7.1.2. The Investigating Manager may appoint any other person from within the Academy

and/or the Trust or an external third party to assist in the investigation.

7.1.3. The Investigating Manager will notify you in writing of the fact of the investigation, the allegations made, the terms of reference for the investigation and they will provide you with a copy of this Disciplinary Policy and Procedure. The investigation will include a face-to-face interview with you apart from in exceptional circumstances. In the event of a face-to-face interview, you will be notified at least 5 Working Days beforehand. You may, if you wish, provide a written statement or response to the Investigating Manager.

7.1.4. You are required to co-operate fully with the Investigating Manager to ensure that the investigation can be completed as swiftly and thoroughly as possible and, in any event, within a reasonable timeframe.

7.1.5. At the conclusion of the investigation, the Investigating Manager will produce an Investigation Report setting out, in detail, the allegations made in respect of your conduct, the evidence considered and a recommendation that either:

7.1.5.1. a Disciplinary Manager be appointed, and a Disciplinary Meeting be convened in accordance with Section 7.2 below; or

7.1.5.2. there is insufficient evidence to support the allegations of Misconduct to proceed in accordance with Section 7.2 below and no further action will be taken under this Disciplinary Policy and Procedure; or

7.1.5.3. a Disciplinary Meeting is not required despite evidence to support the allegations of Misconduct, but informal advice and guidance should be issued to you in accordance with the provisions of Section 4 of this Disciplinary Policy and Procedure;

7.1.5.4. there is no case to answer.

7.1.6. In all circumstances, you will be sent a copy of the Investigation Report as soon as is reasonably practicable following the end of the investigation. As a guide, from the time the Investigating Manager begins their investigation, the Investigation Report will normally be produced within 15 Working Days where the matter is straightforward. For allegations of gross Misconduct and more complex cases, the Investigation Report should be produced within 20 Working Days. In very complex or exceptional circumstances, a reasonable timescale will be determined by the Investigating Manager and will be notified to you in writing.

7.2. Step 2 – Disciplinary Meeting

7.2.1. If the Investigation Report contains a recommendation that you must attend a formal disciplinary meeting ("the Disciplinary Meeting") with the Disciplinary Manager appointed, the Investigating Manager will write a letter to you inviting you to the Disciplinary Meeting. Such letter will be sent within 5 Working Days of you being provided with the Investigation Report. If dismissal is a possible outcome this will be stated in the Investigating Manager's letter. The letter shall state that

any documentation you wish to rely on must be submitted at least 2 Working Days in advance of the Disciplinary Meeting.

7.2.2. The Disciplinary Meeting shall take place at least 5 Working Days after the date of the Investigating Manager's letter sent to you in accordance with Section 7.1.3 above. Appendix A sets out details of the process that will be followed in any Disciplinary Meeting.

7.2.3. In advance of, and at the Disciplinary Meeting, the Disciplinary Manager shall consider:

7.2.3.1. evidence presented in support of the allegations of Misconduct against you;

7.2.3.2. evidence presented in defence of the allegations of Misconduct against you; and

7.2.3.3. where Misconduct is admitted, whether in whole or in part, any evidence you have in Mitigation.

7.2.4. The Disciplinary Manager may adjourn the Disciplinary Meeting (for a period of up to 15 Working Days) to allow for further investigations in the light of your evidence or any other matter that may arise during the meeting and will reconvene the Disciplinary Meeting to give you an opportunity to comment on any further evidence produced by further investigations. You will be provided with at least 5 Working Days written notice of any reconvened Disciplinary Meeting.

7.2.5. Written or oral evidence can be presented at a Disciplinary Meeting. If written evidence is to be relied upon, you will be provided with it prior to the Disciplinary Meeting and you will be given a reasonable opportunity to comment on it during the Disciplinary Meeting if you attend the meeting. If you do not attend the Disciplinary Meeting, you will be given an opportunity to provide written responses to any written evidence presented.

7.2.6. If oral evidence is heard at the Disciplinary Meeting, you will be given an opportunity to comment on it either by (a) attending the Disciplinary Meeting or (b) reviewing the notes of that oral evidence after the Disciplinary Meeting (if you were not present at the Disciplinary Meeting when such oral evidence was given). In the event of (b) you must provide any response to the notes of the oral evidence within 5 Working Days of being provided with the same.

7.2.7. Once all the evidence has been considered, the Disciplinary Manager will confirm the outcome of the Disciplinary Meeting in writing to you within 5 Working Days of the date of the Disciplinary Meeting or any adjourned Disciplinary Meeting, or receipt of your responses to the notes of the oral evidence provided to you in accordance with Section 7.1.5 above (as appropriate) ("the Disciplinary Decision Letter"). The potential outcomes of a Disciplinary Meeting are as follows:

7.2.7.1. the imposition of a formal disciplinary sanction in accordance with Section 8; or

7.2.7.2. that, on balance, there is insufficient evidence to substantiate the allegations made against you and so the disciplinary proceedings will be terminated, and no further action will be taken under this Disciplinary Policy and Procedure; or a formal disciplinary sanction is not required despite evidence to support the allegations of Misconduct, but informal advice and guidance should be issued to you in accordance with the provisions of Section 4 of this Disciplinary Policy and Procedure; or

7.2.7.3. there is no case to answer.

7.3. Step 3 – Appeal

7.3.1. In the event that you are dissatisfied with the decision of the Disciplinary Manager as set out in the Disciplinary Decision Letter, you can appeal to the Appeal Manager provided that you do so in writing to the Clerk within 10 Working Days of the date of the Disciplinary Decision Letter.

7.3.2. Your appeal letter must clearly set out the grounds of your appeal. Your appeal may either be a review of any formal disciplinary sanction imposed or a re-hearing of the case and the Appeal Manager will determine whether your appeal is a review, or a re-hearing based on the content of your appeal letter. The decision of the Appeal Manager in this regard will be final. When preparing your appeal letter, you may wish to consider the following grounds:

7.3.2.1. that the action taken was unfair;

7.3.2.2. that this disciplinary policy and procedure was applied defectively or unfairly;

7.3.2.3. that new evidence has come to light which was not available when the relevant decision was made by the Investigating Manager or Disciplinary Manager;

7.3.2.4. that the sanction was overly harsh in all the circumstances.

7.3.3. The Appeal Meeting will normally be held within 20 Working Days of your appeal letter being received by the Clerk. You will be given at least 5 Working Days' notice of the Appeal Meeting.

7.3.4. The Appeal Manager may consider any new evidence produced by you which was not available to the Disciplinary Manager.

7.3.5. The Appeal Manager may only consider new evidence produced by the Disciplinary Manager if it touches upon your reliability in relation to evidence you have already given or if it rebuts any new evidence produced, or any assertions made, by you in your grounds of appeal.

7.3.6. Written or oral evidence can be presented at an Appeal Meeting. If written evidence is to be relied upon, you will be provided with it prior to the Appeal Meeting and you will be given a reasonable opportunity to comment on it during the Appeal Meeting if you attend the meeting. If you do not attend the Appeal

Meeting, you will be given an opportunity to provide written responses to any written evidence presented.

7.3.7. If oral evidence is heard, you will be given an opportunity to comment on it either by (a) attending the Appeal Meeting or (b) reviewing the notes of that oral evidence after the Appeal Meeting (if you were not present at the Appeal Meeting where such oral evidence was given). In the event of (b) you must provide any response to the notes of the oral evidence within 5 Working Days of being provided with the same. The Appeal Manager will consider all of the evidence provided in order to determine whether the relevant decision was fair and reasonable.

7.3.8. The Appeal Manager will confirm the outcome of the Appeal Meeting in writing to you within 5 Working Days of the date of the Appeal Meeting, or receipt of your responses to the notes of the oral evidence provided to you in accordance with Section 7.2.6 above (as appropriate). The decision of the Appeal Manager is final and there will be no further right of appeal. The potential outcomes of the Appeal Meeting are that:

7.3.8.1. the Appeal Manager may uphold the decision of the Disciplinary Manager and any formal disciplinary sanction imposed by the Disciplinary Manager will be upheld; or

7.3.8.2. the Appeal Manager may uphold your appeal and overturn the decision of the Disciplinary Manager and any formal sanction imposed by the Disciplinary Manager will be overturned and/or

7.3.8.3. the Appeal Manager may impose a lesser formal disciplinary sanction to that imposed by the Disciplinary Manager.

7.3.9. Should an appeal against dismissal be successful, you will be reinstated with no break in your continuous service.

7.3.10. Trust HR should be consulted prior to an appeal and be present at an appeal taking place or with an appropriate, independent practitioner present at the appeal to advise on process.

8. Formal Sanctions

8.1. The Disciplinary Manager (and Appeal Manager where appropriate) may impose the following sanctions:

8.1.1. A first written warning. A First Written Warning will remain live for at least **6** months from the date of the First Written Warning. For a first disciplinary offence (ignoring any informal advice and guidance), a First Written Warning will be the normal response unless the Misconduct is serious as set out in Section 8.2.1 below. A First Written Warning will set out the nature of the Misconduct and the change in behaviour needed (with a suitable timescale).

8.1.2. A Final Written Warning. A Final Written Warning will remain live for at least **12** months from the date of the Final Written Warning. A Final Written Warning will

normally be given for a second disciplinary offence committed or discovered during the currency of a live First Written Warning (even if that First Written Warning related to a different type of Misconduct, if appropriate in the circumstances).

8.1.3. A Final Written Warning can be given for serious Misconduct regardless of previous disciplinary history if the conduct is sufficiently serious.

8.1.4. A Final Written Warning will set out the nature of the Misconduct and the change in behaviour needed (with a suitable timescale). A Final Written Warning will also confirm the consequences of further Misconduct.

8.1.5. Dismissal on Notice. Dismissal on contractual notice may be given for a disciplinary offence (other than an act of gross Misconduct) committed or discovered during the currency of a live Final Written Warning (even if the Final Written Warning related to a different type of Misconduct, if appropriate in the circumstances).

8.1.6. For the avoidance of doubt the notice period commences immediately and does not await the outcome of any appeal.

8.1.7. In the event that your employment is terminated in accordance with Section 8.2:

8.1.7.1. if your contract of employment contains a garden leave clause the Board may exercise that clause so that you are not required to attend the Academy during the notice period but remain employed and so bound by the terms of your contract of employment until the expiry of the notice period; or

8.1.7.2. if your contract of employment contains a payment in lieu of notice clause the Board may exercise that clause to bring your contract to an end with immediate effect.

8.1.8. Dismissal Without Notice or Termination Payment

8.1.9. Dismissal without notice or termination payment (also known as Summary Dismissal) will only occur if you have committed an act of gross Misconduct or otherwise have destroyed the trust and confidence required between an employee and their employer, in this case between you and the Trust. For the avoidance of doubt, where appropriate, dismissal without notice or termination payment may occur regardless of previous disciplinary history.

8.1.10. For the avoidance of doubt your dismissal takes effect immediately and does not await the outcome of any appeal.

8.2. The following is a **non-exhaustive** list of matters which the Trust considers may amount to gross Misconduct:

8.2.1. Conduct incompatible with, or prejudicial to, the religious character of the Trust and/or the Academy or the precepts or tenets of the Catholic Church.

8.2.2. Conduct that is likely to bring the Trust and / or the Academy or the Church into disrepute

8.2.3. Conduct giving rise to any Child Protection issue including, but not limited to, a change in your DBS status during the course of your employment

8.2.4. Failure to disclose your DBS status / submit to a DBS check where requested to do so by the Principal / Head Teacher and/or the Trust

8.2.5. A serious breach of any relevant code of conduct or professional standards

8.2.6. Theft of any property

8.2.7. Malicious or wilful damage to any property

8.2.8. Knowingly or recklessly falsifying, or knowingly or recklessly causing falsification of, any documents whether for personal gain or not

8.2.9. Ordering any goods or services on behalf of the Trust and/or the Academy from a supplier in which you or a relative have a personal interest (whether financial or not) without declaring that interest and without the permission of the Board

8.2.10. Dishonesty

8.2.11. Violence to any person

8.2.12. Unlawfully restraining a student

8.2.13. Abusive, threatening or offensive language or behaviour to any person

8.2.14. Discrimination or harassment

8.2.15. Bullying

8.2.16. Disclosing the contents of any live examination paper or assessment in advance to any student or parent

8.2.17. Concealing any actual or attempted cheating by any student or colleague, including participating in or concealing any actual or attempted exam misconduct

8.2.18. Attending work or undertaking duties whilst under the influence of alcohol or unlawful substances

8.2.19. Misuse of the Trust's and/or the Academy's ICT (including internet and email access and breaches of the Trust's social networking policy) to view or distribute obscene, pornographic, defamatory or otherwise unacceptable material

8.2.20. Supplying your personal contact details to a student without express authorisation from the Principal / Head Teacher

8.2.21. Interacting with a student online out of school hours other than through the Managed Learning Environment

8.2.22. Making any sexual or romantic contact with any student whatever the age of the student

8.2.23. Breaching the confidentiality or data protection obligations surrounding the Trust, the Academy, a parent, student, colleague, Director or Governor

8.2.24. Covert recording of any meetings without the knowledge or consent of all persons present

8.2.25. Serious breach of health and safety procedures

8.2.26. Serious negligence (whether or not leading to any actual loss)

8.2.27. Criminal activity during the course of employment

8.2.28. Making a false, malicious or vexatious allegation against the Trust, the Academy, a parent, student, colleague, Director or Governor

8.2.29. Repeated acts of less serious Misconduct which collectively may amount to gross Misconduct.

8.3. In all cases where the formal sanction involves dismissal, the Disciplinary Manager will recommend to the Trust that your employment is terminated in accordance with your contract of employment and the Trust will take steps to terminate your employment.

8.4. Voluntary Demotion as an Alternative to Higher Formal Sanction

8.5. There may be a situation where the Disciplinary Manager considers that a recent promotion or job change has been a contributory factor in your Misconduct.

8.6. Where Section 8.4.1 applies, the Disciplinary Manager may offer you the option of agreeing to voluntarily give up a promotion or job change as an alternative to a higher formal disciplinary sanction. Any such offer shall be made in writing. Should the option of voluntary demotion or job change be accepted this will not need to be a post with equivalent terms and conditions and protection of salary will not apply. For the avoidance of doubt, whether such an offer is made will be at the sole discretion of the Disciplinary Manager. There may be circumstances where it is not appropriate to make such an offer, for example, where there has been a safeguarding issue or where an allegation of bullying has been proven.

9. Directors' Panels

9.1. Directors' Disciplinary and Appeal Panels shall comprise three non-staff Directors not previously involved in the matter and shall not comprise the Chair or Vice-Chair unless there are insufficient numbers of non-staff Directors not previously involved in the matter, in which case the Chair and/or Vice-Chair may be appointed to a Directors' Disciplinary or Appeal Panel.

9.2. In the exceptional event that there are insufficient numbers of Directors available to participate in a Directors' Disciplinary or Appeal Panel, the Trust may appoint associate members solely to participate in the appropriate Panel on the recommendation of the Diocesan Schools Commission.

9.2.1. Trust HR should be consulted prior to an appeal and present at an appeal

taking place or with an appropriate, independent practitioner present at the appeal to advise on process.

10. Companion

10.1. If you are the subject of disciplinary allegations which lead to you being invited to an interview or meeting pursuant to this Disciplinary Policy and Procedure, you may be accompanied at such interview or meeting by a Companion who may be a Trade Union Representative or a colleague.

10.2. You must let the relevant Manager know who your Companion will be at least one Working Day before the relevant interview or meeting.

10.3. If you have any particular reasonable need, for example, because you have a disability, the Academy may agree to you being accompanied by a suitable helper (such as a relative or friend).

10.4. Your Companion can address the relevant interview or meeting in order to:

10.4.1. put your case;

10.4.2. sum up your case;

10.4.3. respond on your behalf to any view expressed at the relevant interview or meeting; and

10.4.4. ask questions on your behalf.

10.4.5. Your Companion can also confer with you during the relevant interview or meeting.

10.4.6. Your Companion has no right to:

10.4.7. answer questions on your behalf;

10.4.8. address the relevant interview or meeting if you do not wish it; or

10.4.9. prevent you from explaining your case.

10.5. Where you have identified your Companion and they have confirmed in writing to the relevant Manager that they cannot attend the date or time set for the relevant interview or meeting, the relevant interview or meeting will be postponed for a period not in excess of five Working Days from the date set by the Trust to a date and time agreed with your Companion. Should your Companion subsequently be unable to attend the rearranged date, the meeting may be held in their absence or written representations will be accepted.

11. Timing of Interviews and Meetings

11.1. The aim is that interviews and meetings under this Disciplinary Policy and procedure will be held at mutually convenient times but depending on the circumstances, interviews and meetings may:

11.1.1. need to be held when you were timetabled to teach (if that is appropriate to your

role);

11.1.2. exceptionally be held during planning, preparation and administration time if this does not impact on lesson preparation (if that is appropriate to your role);

11.1.3. exceptionally be held after the end of the working day;

11.1.4. not be held on days on which you would not ordinarily work;

11.1.5. be extended by agreement between the parties if the time limits cannot be met for any justifiable reason.

11.2. Where an employee is persistently unable or unwilling to attend an interview or meeting without good cause the relevant manager will make a decision on the evidence available.

12. Venue for Interviews or Meetings

12.1. If the allegations are sensitive the relevant Manager may hold the interview or meeting off the Trust premise or Academy site to minimise any distress to the employee.

13. Assistance

13.1. In any case concerning the religious character of the Trust and/or the Academy, the Diocesan Schools Commission must be notified immediately the Trust and/or the Academy becomes aware of the allegations, and it may be represented at any relevant interview or meeting to advise the Investigating Manager, Disciplinary Manager or Appeal Manager.

13.2. In all cases involving any disciplinary sanction in relation to the Principal / Head Teacher or to a person on the Leadership Spine, or to potential or actual dismissal of any other member of staff, the Diocesan Schools Commission and/or the Local Authority may send a representative to advise the Disciplinary Manager or Appeal Manager.

14. Trade Union Officers

14.1. The Trust notes and adopts the ACAS Code of Practice's statement "Where disciplinary action is being considered against an employee who is a trade union representative the normal disciplinary procedure should be followed. Depending on the circumstances, however, it is advisable to discuss the matter at an early stage with an official employed by the union, after obtaining the employee's agreement."

15. Referrals

15.1. Where a teacher is dismissed for serious Misconduct (or may have been dismissed for serious Misconduct if the teacher had not resigned) the Trust must consider whether to refer the circumstances to the Teaching Regulation Agency.

15.2. Where a person working for the Trust (whether a teacher or not) is dismissed or would have been dismissed if they had not resigned because that person committed conduct:

15.2.1. Behaved in a way that has harmed a child, or may have harmed a child; and/or

15.2.2. Possibly committed a criminal offence against or related to a child; and/or

15.2.3. Behaved towards a child or children in a way which indicated they may pose a risk of harm to children; and/or

15.2.4. Behaved or may have behaved in a way which indicates they may not be suitable to work with children.

15.3. The Trust must refer that person to the Disclosure & Barring Service ("DBS") and the Teaching Regulation Agency as applicable.

16. Review of this Procedure

16.1. This procedure was produced in September 2013, updated in June 2016, May 2018 and September 2020 by the Catholic Education Service (CES) for use in Catholic Voluntary Academies in England following consultation with the national trade unions. It may be adapted, as appropriate, for use in joint Church academies subject to the approval of the CES on referral by the relevant Catholic diocese.

DISCIPLINARY POLICY Appendix A

Disciplinary Meeting Process

Introductions

Academy Trust Company representative puts the Academy Trust Company's case and calls the Academy Trust Company's witnesses

Employee questions Academy Trust Company representative and witnesses

Disciplinary Manager questions Academy Trust Company representative and witnesses

Additional questions asked by Employee if necessary

Additional questions asked by the Disciplinary Manager if necessary

Employee puts their case and calls their witnesses

Academy Trust Company representative questions Employee and witnesses

Disciplinary Manager questions Employee and witnesses

Additional questions asked by Academy Trust Company representative if necessary

Additional questions asked by Disciplinary Manager if necessary

Academy Trust Company representative summarises the Academy Trust Company's case

Employee summarises their case

The Disciplinary Manager deliberates in private and provides the outcome to the employee in writing within 5 Working Days of the Disciplinary Meeting

DRESS AND APPEARANCE POLICY

1. Introduction

1.1. The image that is presented to the Trust's students, parents, visitors and members of the public is very important. The Trust requires all staff to maintain an appropriate professional standard of dress and personal appearance at work and to conduct themselves in a professional manner.

1.2. This policy applies to employees of the Trust and does not form part of any employee's terms and conditions of employment. It is not intended to have any contractual effect. The Trust reserves the right to amend this policy at any time.

1.3. The purpose of the Trust's dress code is to establish basic guidelines on appropriate clothing and appearance at your place of work, so that it:

1.3.1. promotes a positive image and staff look professional;

1.3.2. respects religious, racial and gender-specific clothing requirements and those of staff with disabilities where possible;

1.3.3. takes account of health and safety requirements; and

1.3.4. helps staff decide what clothing it is appropriate to wear to work.

1.4. Different departments within individual academies may have specific requirements that result in particular clothing demands, for example, because their work raises health and safety risks. It is important that all staff dress in a manner appropriate to their working environment and the type of work they do.

1.5. The Trust expects you to take a common-sense approach to the dress code. Any enquiries regarding the operation of the dress code (including whether an article of clothing is suitable to wear to work) should be made to the CEO / Principal / Head Teacher.

2. Appearance

2.1. While working for the Trust you represent the Trust to students, parents and members of the public. Your appearance contributes to the reputation and the development of the Trust's standards in educational services.

2.2. Staff are required to appear clean and smart at all times when at work, staff should not wear casual clothes wear to work. This includes track suits, sweatshirts, and casual or sports t-shirts or shorts, combat trousers, jogging bottoms, denim or leggings unless the specific requirements of the role require such items of clothes to be worn and permission is granted by the CEO / Principal / Head Teacher.

2.3. Clothing should not be dirty, frayed or torn. Tops should not carry wording or pictures that might be offensive or cause damage to the Trust's reputation. It is inappropriate to wear clothing such as cut-off shorts, crop tops, see through material or clothes that expose areas of the body normally covered at work.

2.4. Footwear must be safe and clean and take account of health and safety considerations. Trainers, stilettos and plastic flip-flops are not acceptable.

2.5. Where the Trust provides safety clothing and equipment, including protective footwear, it should be worn or used as appropriate and directed.

2.6. Staff should not wear clothing or jewellery that could present a health and safety risk.

3. Religious and Cultural Dress

3.1. You may wear a religious and cultural dress (including clerical collars, headscarves, skullcaps and turbans) unless it breaches this policy or compromises the health and safety of the wearer, your colleagues or any other person.

3.2. Where necessary, Line Managers or the CEO / Principal / Head Teacher can disseminate appropriate information explaining cultural dress and customs.

3.3. Priority is at all times given to health and safety requirements. Where necessary, advice will be taken from our Health and Safety Officer.

4. Implementing and Reviewing the Dress Code

4.1. Line Managers / Subject Leaders and the CEO / Principal / Head Teacher are responsible for ensuring that all staff observe the standards set by this dress code.

4.2. Failure to comply with the dress code may result in action under the Trust's Disciplinary Policy and Procedure.

4.3. The Trust will review the dress code periodically to ensure that it meets its demands, in particular with regard to the health and safety of its staff and all those they deal with.

EARLY CAREER TEACHER (ECT) POLICY

1. Rationale

1.1. "Catholic schools are communities in which pupils are nurtured and supported through an educational process which will help them to become fully themselves as God lovingly intended. The influence of teachers in this process is never neutral; its effects can be inestimable. Teachers are an example for their pupils, and pupils will recognise and respond to the beliefs and values teachers demonstrate in their lives and work" (Catholic Education Service).

1.2. In celebrating the uniqueness of the individual and fostering independence alongside responsibility to others, our Catholic schools strive to offer mutual support to all members of our community for the common good.

1.3. The role of Early Career Teacher carries great responsibility whilst also presenting an exciting opportunity to bring new ideas and a fresh outlook. The first years of teaching are not only very demanding but also of considerable significance in the professional development of the new teacher. Our induction process values each person and ensures that the appropriate guidance, support and training to include the development of skills, knowledge, expectations and observations are provided, through a structured but flexible individual programme. This will enable an ECT to form a secure foundation upon which a successful teaching career, fulfilling their professional duties, can be built.

2. The Purpose of Induction

2.1. Statutory induction is the bridge between initial teacher training and a career in teaching. It combines a structured programme of development, support and professional dialogue, underpinned by the Early Career Framework, with monitoring and an assessment of performance against the Teachers' Standards. The programme should support the ECT and provide them with the necessary training to ensure that they can demonstrate that their performance against the Teachers' Standards is satisfactory by the end of the period. Induction should provide a foundation for ECTs and equip them with the tools to be an effective and successful teacher.

2.2. Our Lady Help of Christians Catholic Academy Trust operates within guidance and procedures set out by the Department for Education (DfE).

3. Roles and Responsibilities

3.1. The Trust Board

3.1.1. should ensure compliance with the requirement to have regard to this guidance;

3.1.2. should be satisfied that the institution has the capacity to support the ECT;

3.1.3. should ensure the headteacher/principal is fulfilling their responsibility to meet the requirements of a suitable post for induction;

3.1.4. must investigate concerns raised by an individual ECT as part of the institution's agreed grievance procedures;

3.1.5. can seek guidance from the appropriate body on the quality of the institution's induction arrangements and the roles and responsibilities of staff involved in the process;

3.1.6. can request general reports on the progress of an ECT.

3.2. **The Principal/Head**

3.2.1. The Principal/Head is, along with the appropriate body, jointly responsible for the monitoring, support and assessment of the ECT during induction, and is expected to:

3.2.1.1. check that the ECT has been awarded QTS;

3.2.1.2. clarify whether the teacher needs to serve an induction period or is exempt;

3.2.1.3. agree, in advance of the ECT starting the induction programme, which body will act as the appropriate body;

3.2.1.4. notify the appropriate body when an ECT is taking up a post in which they will be undertaking induction;

3.2.1.5. ensure that the requirements for a suitable post for induction are met;

3.2.1.6. ensure the induction tutor has the ability and sufficient time to carry out their role effectively;

3.2.1.7. ensure that the mentor has the ability and sufficient time to carry out their role effectively;

3.2.1.8. ensure an appropriate ECF-based induction programme is in place;

3.2.1.9. ensure the ECT's progress is reviewed regularly, including through observations of and feedback on their teaching;

3.2.1.10. ensure that assessments are carried out and reports completed and sent to the appropriate body;

3.2.1.11. maintain and retain accurate records of employment that will count towards the induction period;

3.2.1.12. ensure that all monitoring and record keeping is done in the most streamlined and least burdensome way;

3.2.1.13. make the Trustee Board aware of the arrangements that have been put in place to support ECTs serving induction;

3.2.1.14. make a recommendation to the appropriate body on whether the ECT's performance against the Teachers' Standards is satisfactory or requires an

extension;

3.2.1.15. participate appropriately in the appropriate body's quality assurance procedures; and

3.2.1.16. retain all relevant documentation/evidence/forms on file for six years.

3.2.2. There may also be circumstances where the headteacher/principal is expected to:

3.2.2.1. obtain interim assessments from the ECT's previous post;

3.2.2.2. act early, alerting the appropriate body when necessary, in cases where an ECT may be at risk of not completing induction satisfactorily;

3.2.2.3. ensure third-party observation of an ECT who may be at risk of not performing satisfactorily against the Teachers' Standards;

3.2.2.4. notify the appropriate body as soon as absences total 30 days or more;

3.2.2.5. periodically inform the Trustee Board about the institution's induction arrangements;

3.2.2.6. advise and agree with the appropriate body where, in exceptional cases, it may be appropriate to reduce the length of the induction period or deem that it has been satisfactorily completed;

3.2.2.7. consult with the appropriate body in cases where a part-time ECT has completed a period covering, but not equivalent to, two school years and has met the necessary requirements to reduce induction;

3.2.2.8. provide interim assessment reports for staff moving school in between formal assessment periods; and

3.2.2.9. notify the appropriate body when an ECT serving induction leaves the institution.

3.2.3. In addition to the above, headteachers/principals of academies should also ensure the ECT's post and responsibilities comply with the specific requirements for statutory induction in these settings.

3.3. **The Induction Lead:**

3.3.1. The induction lead (or the headteacher/principal if carrying out this role) is expected to*:*

3.3.1.1. provide, or coordinate, guidance for the ECT's professional development (with the appropriate body where necessary);

3.3.1.2. carry out regular progress reviews throughout the induction period;

3.3.1.3. undertake two formal assessment meetings during the total induction period coordinating input from other colleagues as appropriate (normally one at the end of term three and one at the end of term six, or pro rata for part-time staff);

3.3.1.4. carry out progress reviews in terms where a formal assessment does not occur;

3.3.1.5. inform the ECT following progress review meetings of the determination of their progress against the Teachers' Standards and share progress review records with the ECT, headteacher and appropriate body;

3.3.1.6. inform the ECT during the assessment meeting of the judgements to be recorded in the formal assessment record and invite the ECT to add their comments;

3.3.1.7. ensure that the ECT's teaching is observed and feedback provided;

3.3.1.8. ensure ECTs are aware of how, both within and outside the institution, they can raise any concerns about their induction programme or their personal progress;

3.3.1.9. take prompt, appropriate action if an ECT appears to be having difficulties; and

3.3.1.10. ensure that all monitoring and record keeping is done in the most streamlined and least burdensome way, and that requests for evidence from ECTs do not require new documentation but draw on existing working documents.

3.4. **The Mentor**

3.4.1. The mentor (or the induction lead if carrying out this role) is expected to:

3.4.1.1. regularly meet with the ECT for structured mentor sessions to provide effective targeted feedback;

3.4.1.2. work collaboratively with the ECT and other colleagues involved in the ECT's induction within the same school to help ensure the ECT receives a high-quality ECF-based induction programme;

3.4.1.3. provide, or broker, effective support, including phase or subject specific mentoring and coaching; and

3.4.1.4. take prompt, appropriate action if an ECT appears to be having difficulties.

3.5. **The ECT**

3.5.1. The ECT is expected to:

3.5.1.1. provide evidence that they have QTS and are eligible to start induction;

3.5.1.2. meet with their induction tutor to discuss and agree priorities for their induction programme and keep these under review;

3.5.1.3. agree with their induction tutor how best to use their reduced timetable

allowance and guarantee engagement with their ECF-based induction programme;

3.5.1.4. provide evidence of their progress against the Teachers' Standards (see para 1.8);

3.5.1.5. participate fully in the agreed monitoring and development programme;

3.5.1.6. raise any concerns with their induction tutor as soon as practicable;

3.5.1.7. consult their appropriate body named contact at an early stage if there are, or may be, difficulties in resolving issues with their tutor/within the institution;

3.5.1.8. keep track of and participate effectively in the scheduled classroom observations, progress reviews and formal assessment meetings;

3.5.1.9. agree with their induction tutor the start and end dates of the induction period/part periods and the dates of any absences from work during any period/part period; and

3.5.1.10. retain copies of all assessment reports.

4. Entitlement and Continuing Professional Development

4.1. The induction programme ensures that early career teachers are provided with the support and monitoring to help them fulfil their professional duties and meet the requirements of the Teachers' Standards for satisfactory completion of induction. It builds on their knowledge, skills and achievements in relation to standards for the award for qualified teacher status (QTS).

4.2. The key aspects of the induction programme for ECTs at the Trust are as follows:

4.2.1. Access to an induction programme that will commence upon appointment;

4.2.2. Structured visits to the school prior to taking up appointment;

4.2.3. Help and guidance from an induction tutor who is adequately prepared for the role;

4.2.4. Regular meetings with mentor, senior managers, subject coordinators and other key staff where appropriate;

4.2.5. Time and regular opportunities to meet with other ECTs and teachers who have recently completed their induction programme;

4.2.6. Observe experienced colleagues teaching;

4.2.7. Experienced colleagues will model aspects of good practice so that the ECT can focus attention on particular areas of teaching through observation;

4.2.8. Early warning of the risk of failure will be given and the school's concerns communicated to the LA without delay.

4.3. Where an ECT has continuing difficulties further support, advice and direction will be given. Areas of concern will be re-defined and clarified and the necessary improvements required clearly set out according to the Advice and Guidance for ECTs Who Require Additional Support.

4.4. Where necessary, the Headteacher/ECT Co-Ordinator will support the induction tutor and ECT in observations and planning an appropriate programme to ensure satisfactory completion of the ECT programme and that all steps have been taken to help a failing ECT improve.

5. Raising Concerns

5.1. An ECT is normally expected to raise any concerns about their induction programme with their induction tutor in the first instance. If the matter is not resolved, the ECT may notify the named contact at the appropriate body who should, as soon as possible, investigate the issues raised.

6. Advice and Guidance for ECTs requiring additional support

6.1. Unsatisfactory progress and appeals:

6.2. Putting in place additional monitoring and support

6.3. Where the induction tutor determines during the progress review that the ECT is not making satisfactory progress against the Teachers' Standards, they should state this clearly within the progress review record and clearly outline the support plan they have 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.

6.4. If it becomes apparent that an ECT is not making satisfactory progress in the first formal assessment, the appropriate body should be informed, and the headteacher/principal should ensure that additional monitoring and support measures are put in place immediately. It is important that the ECT is made aware of where they need to improve their practice and given every opportunity to raise their performance.

6.5. The headteacher/principal and the appropriate body should be satisfied that:

6.5.1. areas in which improvement is needed have been correctly identified;

6.5.2. appropriate objectives have been set to guide the ECT towards satisfactory performance against the Teachers' Standards; and

6.5.3. an effective support programme is in place to help the ECT improve their performance.

6.6. 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 as set out above, 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.

6.7. Action if performance is still unsatisfactory

6.8. Where there are still concerns about the ECT's progress between formal assessment one and two the induction tutor should explain to the ECT the consequences of failure to complete the induction period satisfactorily and discuss fully with the ECT:

6.8.1. the identified weaknesses;

6.8.2. the agreed objectives previously set in relation to the requirements for the satisfactory completion of induction, updating these as necessary;

6.8.3. details of additional monitoring and support put in place;

6.8.4. the evidence used to inform the judgement; and

6.8.5. details of the improvement plan for the next assessment period.

6.9. 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.

6.10. The completion of the assessment report will reflect the current rate of progress and brief details of the issues discussed.

7. Action in the event of serious capability problems

7.1. In a few particularly serious cases it may be necessary to instigate capability procedures at a stage before the end of the induction period, which may lead to dismissal before the end of the induction period. If this is the case, for as long as the ECT remains at the institution the induction process must continue in parallel with the capability procedure. The appropriate body should be informed.

7.2. Dismissal on the grounds of capability before the end of the induction period does not prevent the ECT from completing induction at another institution, as all ECTs must complete a full induction period before they can be judged to have failed induction.

8. Making an appeal against a decision by the appropriate body

8.1. If an ECT fails induction, or has their induction extended, the appropriate body must advise the ECT of their right to appeal, who to appeal to, and the time limit for doing so. In England, the Appeals Body is the Teaching Regulation Agency, which acts on behalf of the Secretary of State. For induction completed in Wales, the Appeals Body is the Education Workforce Council.

8.2. Further guidance about the appeals process is available at:

https://www.gov.uk/government/publications/induction-appealsprocedures

9. ECTs completing induction in more than one institution simultaneously

9.1. In all cases where induction is served in more than one institution simultaneously, one headteacher/principal acts as the lead headteacher/principal.

9.2. The lead headteacher/principal:

9.2.1. is expected to ensure that they are satisfied that all posts are suitable for

induction, and provide a fair opportunity for the ECT to demonstrate that they have performed satisfactorily against all of the Teachers' Standards by the end of the induction period;

9.2.2. is responsible for consulting with and gathering evidence from the other headteachers/principals;

9.2.3. should also, in the case of unattached teachers, where appropriate, consult the Head of Service from the local authority; and

9.2.4. having coordinated the evidence, make the recommendation to the appropriate body on whether the ECT has performed satisfactorily against all of the Teachers' Standards. Methods of sharing information and gathering evidence for progress reviews, classroom observation and formal assessments should be clear to all those involved in the process, including the ECT.

9.3. In all cases where induction is served in more than one institution simultaneously, it is essential that one appropriate body takes the lead in making the decision, following the recommendation from the lead headteacher/principal.

9.4. For ECTs serving induction in more than one institution simultaneously, the separate contracts are added together to calculate the number of days in which induction must be served and recorded by the lead headteacher/principal. Each separate contract of employment must meet the minimum period criteria.

10. Completing the induction period

10.1. An ECT completes their induction period when they have served:

10.1.1. the full-time equivalent of two standard school years (usually six terms, based on a school year of three terms); or

10.1.2. a reduced period of a minimum of one term (as agreed with the appropriate body) based on previous teaching experience; or

10.1.3. a reduced period of induction for part time teachers covering but not equivalent to two years (as agreed with the appropriate body); or

10.1.4. an extension to that period, as a consequence of absences occurring during the period; or

10.1.5. an extension following a decision by the appropriate body or the Appeals Body.

10.2. The appropriate body makes the final decision as to whether an ECT's performance against the Teachers' Standards is satisfactory, drawing on the recommendation of the headteacher/principal.

10.3. Within 20 working days of receiving the headteacher's/principal's recommendation, the appropriate body must decide whether the ECT:

10.3.1. has performed satisfactorily against the Teachers' Standards and thereby satisfactorily completed their induction period;

10.3.2. requires an extension of the induction period; or

10.3.3. has failed to satisfactorily complete the induction period.

10.4. In making this decision the appropriate body must take into account the headteacher's/principal's recommendation and all available evidence including any written representations from the ECT.

10.5. The appropriate body must, within three working days of making the decision, make written notification of the decision to: the ECT; the headteacher/principal (in whose institution the ECT was working at the end of their induction); and the employer (if other than the appropriate body itself). They must also notify the Teaching Regulation Agency and should do so within three working days in the case of decisions to fail or extend the ECT's induction, and via the termly return for other notifications.

10.6. If the appropriate body decides to extend the period of induction or that the ECT has failed to complete their induction period satisfactorily, they must inform the ECT of their right to appeal against this decision, with the name and address of the Appeals Body (the Teaching Regulation Agency), and the deadline for submitting an appeal. The ECT must notify the Teaching Regulation Agency that they wish to appeal the decision within 20 working days, after which the right of appeal expires except in exceptional circumstances.

10.7. Failure to complete the induction period satisfactorily means that the ECT is no longer eligible to be employed as a teacher in a maintained school, a maintained nursery school, a non-maintained special school or a pupil referral unit. However, this does not prevent them from teaching in other settings where statutory induction is not mandatory.

10.8. An ECT working in a relevant school who has failed induction must be dismissed within ten working days of them giving notice that they do not intend to exercise their right to appeal, or from when the time limit for making an appeal expires without an appeal being brought. If the ECT's appeal is heard, and they have been judged as having failed induction, the employer should dismiss the ECT within ten working days of being told of the outcome of the hearing.

10.9. The Teaching Regulation Agency must ensure that the name of the person who has failed induction is included on the list of persons who have failed to satisfactorily complete an induction period and notify them of their inclusion. This must only be done once the time limit for making an appeal against the decision has expired or following dismissal of such an appeal.

Appendix 1 Teachers' Standards

High Expectations (Standard 1 – Set high expectations)	
Learn that…	**Learn how to…**
Teachers have the ability to affect and improve the wellbeing, motivation and behaviour of their pupils. Teachers are key role models, who can influence the attitudes, values and behaviours of their pupils. Teacher expectations can affect pupil outcomes; setting goals that challenge and stretch pupils is essential. Setting clear expectations can help communicate shared values that improve classroom and school culture. A culture of mutual trust and respect supports effective relationships. High-quality teaching has a long-term positive effect on pupils' life chances, particularly for children from disadvantaged backgrounds.	**Communicate a belief in the academic potential of all pupils, by:** Using intentional and consistent language that promotes challenge and aspiration. Setting tasks that stretch pupils, but which are achievable, within a challenging curriculum. Creating a positive environment where making mistakes and learning from them and the need for effort and perseverance are part of the daily routine. Seeking opportunities to engage parents and carers in the education of their children (e.g. proactively highlighting successes). **Demonstrate consistently high behavioural expectations, by:** Creating a culture of respect and trust in the classroom that supports all pupils to succeed (e.g. by modelling the types of courteous behaviour expected of pupils). Teaching and rigorously maintaining clear behavioural expectations (e.g. for contributions, volume level and concentration). Applying rules, sanctions and rewards in line with school policy, escalating behaviour incidents as appropriate. Acknowledging and praising pupil effort and emphasising progress being made.
Notes *Learn that…* statements are informed by the best available educational research; references and further reading are provided below. *Learn how to…* statements are drawn from the wider evidence base including both academic research and additional guidance from expert practitioners	

Pupils Learn (Standard 2 – Promote good progress)	
Learn that…	**Learn how to…**
Learning involves a lasting change in pupils' capabilities or understanding. Prior knowledge plays an important role in how pupils learn; committing some key facts to their long-term memory is likely to help pupils learn more complex ideas. An important factor in learning is memory, which can be thought of as comprising two elements: working memory and long-term memory. Working memory is where information that is being actively processed is held, but its capacity is limited and can be overloaded. Long-term memory can be considered as a store of knowledge that changes as pupils learn by integrating new ideas with existing knowledge. Where prior knowledge is weak, pupils are more likely to develop misconceptions, particularly if new ideas are introduced too quickly. Regular purposeful practice of what has previously been taught can help consolidate material and help pupils remember what they have learned. Requiring pupils to retrieve information from memory, and spacing practice so that pupils revisit ideas after a gap are also likely to strengthen recall. Worked examples that take pupils through each step of a new process are also likely to support pupils to learn.	**Avoid overloading working memory, by:** Taking into account pupils' prior knowledge when planning how much new information to introduce. Breaking complex material into smaller steps (e.g. using partially completed examples to focus pupils on the specific steps). Reducing distractions that take attention away from what is being taught (e.g. keeping the complexity of a task to a minimum, so that attention is focused on the content). **Build on pupils' prior knowledge, by:** Identifying possible misconceptions and planning how to prevent these forming. Linking what pupils already know to what is being taught (e.g. explaining how new content builds on what is already known). Sequencing lessons so that pupils secure foundational knowledge before encountering more complex content. Encouraging pupils to share emerging understanding and points of confusion so that misconceptions can be addressed. **Increase likelihood of material being retained, by:** Balancing exposition, repetition, practice and retrieval of critical knowledge and skills. Planning regular review and practice of key ideas and concepts over time. Designing practice, generation and retrieval tasks that provide just enough support so that pupils experience a high success rate when attempting challenging work. Increasing challenge with practice and retrieval as knowledge becomes more secure (e.g. by removing
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Subject and Curriculum (Standard 3 – Demonstrate good subject and curriculum knowledge)	
Learn that…	**Learn how to…**
A school's curriculum enables it to set out its vision for the knowledge, skills and values that its pupils will learn, encompassing the national curriculum within a coherent wider vision for successful learning. Secure subject knowledge helps teachers to motivate pupils and teach effectively. Ensuring pupils master foundational concepts and knowledge before moving on is likely to build pupils' confidence and help them succeed. 4. Anticipating common misconceptions within particular subjects is also an important aspect of curricular knowledge; working closely with colleagues to develop an understanding of likely misconceptions is valuable. Explicitly teaching pupils the knowledge and skills they need to succeed within particular subject areas is beneficial. In order for pupils to think critically, they must have a secure understanding of knowledge within the subject area they are being asked to think critically about. In all subject areas, pupils learn new ideas by linking those ideas to existing knowledge, organising this knowledge into increasingly complex mental models (or "schemata"); carefully sequencing teaching to facilitate this process is important. Pupils are likely to struggle to transfer what has been learnt in one discipline to a new or unfamiliar context. To access the curriculum, early literacy provides fundamental knowledge; reading comprises two elements: word reading and language comprehension; systematic synthetic phonics is the most effective approach for teaching pupils to decode. Every teacher can improve pupils' literacy, including by explicitly teaching reading, writing and oral language skills specific to individual disciplines	**Deliver a carefully sequenced and coherent curriculum, by:** Identifying essential concepts, knowledge, skills and principles of the subject and providing opportunity for all pupils to learn and master these critical components. Ensuring pupils' thinking is focused on key ideas within the subject. Working with experienced colleagues to accumulate and refine a collection of powerful analogies, illustrations, examples, explanations and demonstrations. Using resources and materials aligned with the school curriculum (e.g. textbooks or shared resources designed by experienced colleagues that carefully sequence content). Being aware of common misconceptions and discussing with experienced colleagues how to help pupils master important concepts. **Support pupils to build increasingly complex mental models, by:** Discussing curriculum design with experienced colleagues and balancing exposition, repetition, practice of critical skills and knowledge. Revisiting the big ideas of the subject over time and teaching key concepts through a range of examples. Drawing explicit links between new content and the core concepts and principles in the subject. **Develop fluency, by:** Providing tasks that support pupils to learn key ideas securely (e.g. quizzing pupils so they develop fluency with times tables). Using retrieval and spaced practice to build automatic recall of key knowledge. **Help pupils apply knowledge and skills to other contexts, by:** Ensuring pupils have relevant domain-specific knowledge, especially when being asked to think critically within a subject. Interleaving concrete and abstract examples, slowly withdrawing concrete examples and drawing attention to the underlying structure of problems. **Develop pupils' literacy, by:** Demonstrating a clear understanding of systematic synthetic phonics, particularly if teaching early reading and spelling. Supporting younger pupils to become fluent readers and to write fluently and legibly. Teaching unfamiliar vocabulary explicitly and planning for pupils to be repeatedly exposed to high-utility and high-frequency vocabulary in what is taught.

	Modelling reading comprehension by asking questions, making predictions, and summarising when reading. Promoting reading for pleasure (e.g. by using a range of whole class reading approaches and regularly reading high-quality texts to children). Modelling and requiring high-quality oral language, recognising that spoken language underpins the development of reading and writing (e.g. requiring pupils to respond to questions in full sentences, making use of relevant technical vocabulary). Teaching different forms of writing by modelling planning, drafting and editing.
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Classroom Practice (Standard 4 – Plan and teach well-structured lessons)	
Learn that…	**Learn how to…**
Effective teaching can transform pupils' knowledge, capabilities and beliefs about learning. Effective teachers introduce new material in steps, explicitly linking new ideas to what has been previously studied and learned. Modelling helps pupils understand new processes and ideas; good models make abstract ideas concrete and accessible. Guides, scaffolds and worked examples can help pupils apply new ideas, but should be gradually removed as pupil expertise increases. Explicitly teaching pupils metacognitive strategies linked to subject knowledge, including how to plan, monitor and evaluate, supports independence and academic success. Questioning is an essential tool for teachers; questions can be used for many purposes, including to check pupils' prior knowledge, assess understanding and break down problems. High-quality classroom talk can support pupils to articulate key ideas, consolidate understanding and extend their vocabulary. Practice is an integral part of effective teaching; ensuring pupils have repeated opportunities to practise, with appropriate guidance and support, increases success. Paired and group activities can increase pupil success, but to work together effectively pupils need guidance, support and practice. How pupils are grouped is also important; care should be taken to monitor the impact of groupings on pupil attainment, behaviour and motivation. Homework can improve pupil outcomes, particularly for older pupils, but it is likely that the quality of homework and its relevance to main class teaching is more important than the amount set.	**Plan effective lessons, by:** Using modelling, explanations and scaffolds, acknowledging that novices need more structure early in a domain. Enabling critical thinking and problem solving by first teaching the necessary foundational content knowledge. Removing scaffolding only when pupils are achieving a high degree of success in applying previously taught material. Providing sufficient opportunity for pupils to consolidate and practise applying new knowledge and skills. Breaking tasks down into constituent components when first setting up independent practice (e.g. using tasks that scaffold pupils through metacognitive and procedural processes). **Make good use of expositions, by:** Starting expositions at the point of current pupil understanding. Combining a verbal explanation with a relevant graphical representation of the same concept or process, where appropriate. Using concrete representation of abstract ideas (e.g. making use of analogies, metaphors, examples and non-examples). **Model effectively, by:** Narrating thought processes when modelling to make explicit how experts think (e.g. asking questions aloud that pupils should consider when working independently and drawing pupils' attention to links with prior knowledge). Making the steps in a process memorable and ensuring pupils can recall them (e.g. naming them, developing mnemonics, or linking to memorable stories). Exposing potential pitfalls and explaining how to avoid them. **Stimulate pupil thinking and check for understanding, by:** Planning activities around what you want pupils to think hard about. Including a range of types of questions in class discussions to extend and challenge pupils (e.g. by modelling new vocabulary or asking pupils to justify answers).

	Providing appropriate wait time between question and response where more developed responses are required. Considering the factors that will support effective collaborative or paired work (e.g. familiarity with routines, whether pupils have the necessary prior knowledge and how pupils are grouped). Providing scaffolds for pupil talk to increase the focus and rigour of dialogue.
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Adaptive Teaching (Standard 5 – Adapt teaching)	
Learn that…	**Learn how to…**
Pupils are likely to learn at different rates and to require different levels and types of support from teachers to succeed. Seeking to understand pupils' differences, including their different levels of prior knowledge and potential barriers to learning, is an essential part of teaching. Adapting teaching in a responsive way, including by providing targeted support to pupils who are struggling, is likely to increase pupil success. Adaptive teaching is less likely to be valuable if it causes the teacher to artificially create distinct tasks for different groups of pupils or to set lower expectations for particular pupils. Flexibly grouping pupils within a class to provide more tailored support can be effective, but care should be taken to monitor its impact on engagement and motivation, particularly for low attaining pupils. There is a common misconception that pupils have distinct and identifiable learning styles. This is not supported by evidence and attempting to tailor lessons to learning styles is unlikely to be beneficial. Pupils with special educational needs or disabilities are likely to require additional or adapted support; working closely with colleagues, families and pupils to understand barriers and identify	**Develop an understanding of different pupil needs, by:** Identifying pupils who need new content further broken down. Making use of formative assessment. Working closely with the Special Educational Needs Co-ordinator (SENCO) and special education professionals and the Designated Safeguarding Lead. Using the SEND Code of Practice, which provides additional guidance on supporting pupils with SEND effectively. **Provide opportunity for all pupils to experience success, by:** Adapting lessons, whilst maintaining high expectations for all, so that all pupils have the opportunity to meet expectations. Balancing input of new content so that pupils master important concepts. Making effective use of teaching assistants. **Meet individual needs without creating unnecessary workload, by:** Making use of well-designed resources (e.g. textbooks). Planning to connect new content with pupils' existing knowledge or providing additional pre-teaching if pupils lack critical knowledge. Building in additional practice or removing unnecessary expositions. Reframing questions to provide greater scaffolding or greater stretch. Considering carefully whether intervening within lessons with individuals and small groups would be more efficient and effective than planning different lessons for different groups of pupils. **Group pupils effectively, by:** Applying high expectations to all groups, and ensuring all pupils have access to a rich curriculum. Changing groups regularly, avoiding the perception that groups are fixed. Ensuring that any groups based on attainment are subject specific.

Notes
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Assessment (Standard 6 – Make accurate and productive use of assessment)	
Learn that…	**Learn how to…**
Effective assessment is critical to teaching because it provides teachers with information about pupils' understanding and needs. Good assessment helps teachers avoid being over-influenced by potentially misleading factors, such as how busy pupils appear. Before using any assessment, teachers should be clear about the decision it will be used to support and be able to justify its use. To be of value, teachers use information from assessments to inform the decisions they make; in turn, pupils must be able to act on feedback for it to have an effect. High-quality feedback can be written or verbal; it is likely to be accurate and clear, encourage further effort, and provide specific guidance on how to improve. Over time, feedback should support pupils to monitor and regulate their own learning. Working with colleagues to identify efficient approaches to assessment is important; assessment can become onerous and have a disproportionate impact on workload.	**Avoid common assessment pitfalls, by:** Planning formative assessment tasks linked to lesson objectives and thinking ahead about what would indicate understanding (e.g. by using hinge questions to pinpoint knowledge gaps). Drawing conclusions about what pupils have learned by looking at patterns of performance over a number of assessments (e.g. appreciating that assessments draw inferences about learning from performance). Choosing, where possible, externally validated materials, used in controlled conditions when required to make summative assessments. **Check prior knowledge and understanding during lessons, by:** Using assessments to check for prior knowledge and pre-existing misconceptions. Structuring tasks and questions to enable the identification of knowledge gaps and misconceptions (e.g. by using common misconceptions within multiple-choice questions). Prompting pupils to elaborate when responding to questioning to check that a correct answer stems from secure understanding. Monitoring pupil work during lessons, including checking for misconceptions. **Provide high-quality feedback, by:** Focusing on specific actions for pupils and providing time for pupils to respond to feedback. Appreciating that pupils' responses to feedback can vary depending on a range of social factors (e.g. the message the feedback contains or the age of the child). Scaffolding self-assessment by sharing model work with pupils, highlighting key details. Thinking carefully about how to ensure feedback is specific and helpful when using peer- or self-assessment. **Make marking manageable and effective, by:** Recording data only when it is useful for improving pupil outcomes. Working with colleagues to identify efficient approaches to marking and alternative approaches to providing feedback (e.g. using whole class feedback or well supported peer- and self-assessment). Using verbal feedback during lessons in place of written feedback after lessons where possible. Understanding that written marking is only one form of feedback. Reducing the opportunity cost of marking (e.g. by using abbreviations and codes in written feedback).

	Prioritising the highlighting of errors related to misunderstandings, rather than careless mistakes when marking.
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Managing Behaviour (Standard 7 – Manage behaviour effectively)	
Learn that…	**Learn how to…**
1. Establishing and reinforcing routines, including through positive reinforcement, can help create an effective learning environment. 2. A predictable and secure environment benefits all pupils but is particularly valuable for pupils with special educational needs. 3. The ability to self-regulate one's emotions affects pupils' ability to learn, success in school and future lives. 4. Teachers can influence pupils' resilience and beliefs about their ability to succeed, by ensuring all pupils have the opportunity to experience meaningful success. 5. Building effective relationships is easier when pupils believe that their feelings will be considered and understood. 6. Pupils are motivated by intrinsic factors (related to their identity and values) and extrinsic factors (related to reward). 7. Pupils' investment in learning is also driven by their prior experiences and perceptions of success and failure.	**Develop a positive, predictable and safe environment for pupils, by:** Establishing a supportive and inclusive environment with a predictable system of reward and sanction in the classroom. Working alongside colleagues as part of a wider system of behaviour management (e.g. recognising responsibilities and understanding the right to assistance and training from senior colleagues). Giving manageable, specific and sequential instructions. Checking pupils' understanding of instructions before a task begins. Using consistent language and non-verbal signals for common classroom directions. Using early and least-intrusive interventions as an initial response to low level disruption. Responding quickly to any behaviour or bullying that threatens emotional safety. **Establish effective routines and expectations, by:** Creating and explicitly teaching routines in line with the school ethos that maximise time for learning (e.g. setting and reinforcing expectations about key transition points). Practising routines at the beginning of the school year. Reinforcing routines (e.g. by articulating the link between time on task and success). **Build trusting relationships, by:** Liaising with parents, carers and colleagues to better understand pupils' individual circumstances and how they can be supported to meet high academic and behavioural expectations. Responding consistently to pupil behaviour. **Motivate pupils, by:** Supporting pupils to master challenging content, which builds towards long-term goals. Providing opportunities for pupils to articulate their long-term goals and helping them to see how these are related to their success in school. Helping pupils to journey from needing
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Professional Behaviours (Standard 8 – Fulfil wider professional responsibilities)	
Learn that…	**Learn how to…**
Effective professional development is likely to be sustained over time, involve expert support or coaching and opportunities for collaboration. Reflective practice, supported by feedback from and observation of experienced colleagues, professional debate, and learning from educational research, is also likely to support improvement. Teachers can make valuable contributions to the wider life of the school in a broad range of ways, including by supporting and developing effective professional relationships with colleagues. Building effective relationships with parents, carers and families can improve pupils' motivation, behaviour and academic success. Teaching assistants (TAs) can support pupils more effectively when they are prepared for lessons by teachers, and when TAs supplement rather than replace support from teachers. SENCOs, pastoral leaders, careers advisors and other specialist colleagues also have valuable expertise and can ensure that appropriate support is in place for pupils. Engaging in high-quality professional development can help teachers improve.	**Develop as a professional, by:** Engaging in professional development focused on developing an area of practice with clear intentions for impact on pupil outcomes, sustained over time with built-in opportunities for practice. Strengthening pedagogical and subject knowledge by participating in wider networks. Seeking challenge, feedback and critique from mentors and other colleagues in an open and trusting working environment. Engaging critically with research and discussing evidence with colleagues. Reflecting on progress made, recognising strengths and weaknesses and identifying next steps for further improvement. **Build effective working relationships, by:** *Contributing positively to the wider school culture and developing a feeling of shared responsibility for improving the lives of all pupils within the school. Seeking ways to support individual colleagues and working as part of a team.* *Communicating with parents and carers proactively and making effective use of parents' evenings to engage parents and carers in their children's schooling.* *Working closely with the SENCO and other professionals supporting pupils with additional needs, making explicit links between interventions delivered outside of lessons with classroom teaching.* *Sharing the intended lesson outcomes with teaching assistants ahead of lessons.* *Ensuring that support provided by teaching assistants in lessons is additional to, rather than a replacement for, support from the teacher.* *Knowing who to contact with any safeguarding concerns.* **Manage workload and wellbeing, by:** Using and personalising systems and routines to support efficient time and task management. Understanding the right to support (e.g. to deal with misbehaviour). Collaborating with colleagues to share the load of planning and preparation and making use of shared resources (e.g. textbooks). Protecting time for rest and recovery.
Notes *Learn that…* statements are informed by the best available educational research; references and further reading are provided below. *Learn how to…* statements are drawn from the wider evidence base including both academic research and additional guidance from expert practitioners.	

ELECTRONIC INFORMATION AND COMMUNICATIONS SYSTEMS POLICY

1. Introduction

1.1. The Trust's electronic communications systems and equipment are intended to promote effective communication and working practices throughout the business and are critical to the success of its provision of excellent service. See also the Trust's Staff Acceptable Use Policy and Monitoring Use of Systems Policy.

1.2. This policy does not form part of any employee's terms and conditions of employment and is not intended to have contractual effect. It is provided for guidance to all members of staff who are required to familiarise themselves and comply with its contents. The Trust reserves the right to amend its content at any time.

1.3. This policy outlines the standards that the Trust requires all users of these systems to observe, the circumstances in which the Trust will monitor use of these systems and the action the Trust will take in respect of any breaches of these standards.

1.4. The use by staff and monitoring by the Trust of its electronic communications systems is likely to involve the processing of personal data and is therefore regulated by the General Data Protection Regulations together with the Data Protection Act 2018.

1.5. Staff are referred to the Trust's Data Protection Policy for further information. The Trust is also required to comply with the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and the principles of the European Convention on Human Rights incorporated into U.K. law by the Human Rights Act 1998.

1.6. All members of staff are required to familiarise themselves with the content of this policy and comply with the provisions set out in it at all times to protect the Trust's electronic systems from unauthorised access or harm.

1.7. Breach of this policy will be regarded as a disciplinary offence and dealt with under the Trust's Disciplinary Policy and Procedure and in serious cases may be treated as gross misconduct leading to summary dismissal.

1.8. The Trust has the right to monitor all aspects of its systems, including data which is stored under the Trust's computer systems in compliance with the GDPR and Data Protection Act 2018.

2. Purpose

2.1. The policy has been developed to advise employees of if, when and under what conditions they may use the Trust's communications and information systems for personal reasons. It sets standards to ensure that employees understand the position and do not inadvertently use communications and information in inappropriate circumstances.

2.2. The Trust recognises employees' rights to privacy but needs to balance this with the requirement on the Trust (as a public service) to act appropriately, with probity, to safeguard its business systems, to protect its reputation and to be seen to be doing so.

3. Scope

3.1. This policy covers all forms of communication, information retrieval (from any source), media and equipment, used for official business and regardless of origin, ownership or place of use and the use or misuse of the Trust's equipment or network, for example:

3.1.1. mail systems (internal and external)

3.1.2. internet and intranet (email, web access and video conferencing)

3.1.3. telephones (hard wired and mobile)

3.1.4. fax equipment

3.1.5. computers/laptops/tablet devices – this covers ANY computer or device used for work purposes, whether at the place of work or elsewhere

3.1.6. photocopying, printing and reproduction equipment

3.1.7. recording / playback equipment

3.1.8. video and audio recording including cameras

3.1.9. documents and publications (any type or format)

3.2. The policy applies to all employees, agency staff and to other people acting in a similar capacity to an employee. It will also apply to staff of contractors and other individuals providing services / support to the Trust (e.g. volunteers). It takes account of the requirements and expectations of all relevant legislation.

3.3. Principals / Head Teachers / Managers will discuss the policy with their teams and agree parameters within which team members will act. Every employee will have the policy explained to them at induction. If at any stage employees require further clarification, they should speak to the CEO / Principal / Head Teacher / Manager in the first instance.

3.4. Where an employee needs to discuss personal information with Occupational Health, Personnel or their Trade Union within the workplace, they will be given privacy to do this.

3.5. Principals / Head Teachers / Managers will agree with Trade Union representatives the arrangements for using Trust communication and information systems which will be provided in accordance with any relevant trade union facilities agreement and the ACAS Code of Practice.

4. Equipment Security and Passwords

4.1. All members of staff are responsible for the security of the equipment allocated to or used by them and must not allow it to be used by anyone other than in accordance with this policy.

4.2. Passwords are unique to each user and must be changed regularly to ensure confidentiality. Staff are required to select a complex password that cannot be easily broken to ensure data and network security. Best practice as recommended by the National Cyber Security Centre is to use three random words.

4.3. Passwords must be kept confidential and must not be made available to anyone except to designated members of IT Support Staff for the purposes of system support..

4.4. Any member of staff who discloses their password to another employee in the absence of express authorisation will be liable to disciplinary action under the Trust's Disciplinary Policy and Procedure.

4.5. Any member of staff who logs on to a computer using another member of staff's password will be liable to disciplinary action up to and including summary dismissal for gross misconduct.

4.6. If given access to the Trust e-mail system or to the internet, staff are responsible for the security of their terminals / devices. Staff are required to log off or activate a secure password when they are leaving the terminal / device unattended or when leaving the office to prevent unauthorised users accessing the system in their absence. The Senior Leadership Team and / or the IT Manager may do spot checks from time to time to ensure compliance with this requirement.

4.7. Staff should be aware that if they fail to log off and leave their terminals/devices unattended they may be held responsible for another user's activities on their terminal/device in breach of this policy, the Trust's Data Protection Policy and/or the requirement for confidentiality in respect of certain information.

4.8. Logging off prevents another member of staff accessing the system in the user's absence and may help demonstrate in the event of a breach in the user's absence that they were not the party responsible.

4.9. Staff without authorisation should only be allowed to use terminals / devices under supervision.

4.10. Desktop PCs and cabling for telephones or computer equipment should not be moved or tampered with without first consulting and obtaining the express approval of the CEO / Principal / Head Teacher.

4.11. On the termination of employment for any reason, staff are required to provide details of their passwords and provide a full handover detailing the drives, folders and files where their work can be located and accessed. The Trust reserves the right to require employees to hand over all Trust data held in computer useable format.

4.12. Members of staff who have been issued with a laptop, PDA, tablet, smartphone or other such equipment, must ensure that it is kept secure at all times, especially when travelling. Passwords must be used to secure access to data kept on such equipment to ensure that confidential data is protected in the event that the device is lost or stolen. Staff should also observe basic safety rules when using such equipment e.g. ensuring that they do not use or display such equipment in isolated or dangerous areas. Staff should also be fully aware that if using equipment on public transport documents can be easily read by other passengers.

5. Use of Equipment and Materials

5.1. Use of Facilities

5.1.1. The Trust's Code of Conduct that staff must not carry out personal activities during working hours, nor mix private business with official duties.

5.1.2. Official equipment and materials should not be used for general private purposes without prior permission from the CEO / Principal / Head Teacher or an appropriate line manager. This will usually be in writing or may be covered by the parameters agreed by the CEO / Principal / Head Teacher / manager with the team.

5.2. Facilities for Private Use

5.2.1. If an employee needs to use a Trust phone (e.g. at their desk) for private purposes that are permissible within this policy, the call should be timed, and the payment made to the office. Payment is not required where employees need to phone to notify someone they have been delayed at work or in other emergencies.

5.2.2. In terms of using other equipment and materials belonging to the Trust, the decision to allow such use is at the Principal's / Head Teacher's / Manager's discretion. However, the following are provided as examples to illustrate where it might be reasonable for permission to be given for reasonable use for private purposes, under the conditions shown and after getting prior approval, in writing if this is required. The CEO / Principal / Head Teacher or a senior manager may veto private use at any time if they consider that circumstances justify this in general or particular cases, e.g. because of improper use or over-use. A charge may be made for materials if the values are significant.

5.2.3. Social or recreational activities associated with Trust employment.

5.2.4. Regular activity for a legitimate voluntary body or charity – but prior written approval from a senior manager must be obtained.

5.2.5. Training or development associated with Trust employment.

5.2.6. Occasional and brief essential family communications or other personal messages. In emergencies permission might need to be obtained retrospectively or again this may be covered by the general parameters agreed with the team.

5.2.7. If given permission, approved acceptable private use should normally take place in the employee's own time but where this is not practicable or sensible, any disruption to the employee's official work or that of colleagues must be minimal. Official work will always take precedence.

5.3. All uses, whether for private or official purposes, must observe:

5.3.1. The law.

5.3.2. The Trusts' relevant policies and procedures (e.g. Social Media Policy, Data Protection Policy etc.)

5.3.3. Academy Trust Handbook

5.3.4. All terms of employment, especially the Code of Conduct for Employees.

5.3.5. The specific points in 5.4 below

5.4. It is not acceptable to use Trust equipment and materials or an employee's own equipment / materials in the workplace in any of the following contexts:

5.4.1. Illegal activity.

5.4.2. Activities for private gain.

5.4.3. Personal shopping.

5.4.4. Excessive personal messages.

5.4.5. Playing games.

5.4.6. Gambling.

5.4.7. Political comment or any campaigning.

5.4.8. Personal communications to the media.

5.4.9. Use of words or visual images that are offensive, distasteful or sexually explicit.

5.4.10. Insulting, offensive malicious or defamatory messages or behaviour.

5.4.11. Harassment or bullying.

5.4.12. Random searching of the web.

5.4.13. Accessing sites which could be regarded as sexually explicit pornographic or otherwise distasteful or offensive.

5.4.14. Using message encryption or anonymised web search, except where encryption is required for official Trust business purposes.

5.4.15. Racist, sexist or other conduct or messages which contravene the Trust's employment diversity policies.

5.4.16. Actions which could embarrass the Trust or bring it into disrepute.

6. Systems Use and Data Security

6.1. Members of staff must not delete, destroy or modify any of the Trust's existing systems, programs, information or data which could have the effect of harming or exposing to risk or harm the Trust, its staff, students, or any other party.

6.2. All members of staff are prohibited from downloading, installing or running software from external sources without obtaining prior authorisation from the IT Manager who will consider bona fide requests for work purposes. Please note that this includes instant messaging programs, screen savers, photos, video clips, games, music files and opening any documents or communications from unknown origins.

6.3. Where consent is given all files and data should always be virus checked before they are downloaded onto the Trust's systems. If in doubt, the employee should seek advice from the Director of E-Systems or a member of the Senior Leadership Team.

6.4. The following must never be accessed from the network without prior authorisation from the IT Department / Head Teacher, because of their potential to overload the system or to introduce viruses:

6.4.1. audio and video streaming;

6.4.2. instant messaging;

6.4.3. chat rooms;

6.4.4. social networking sites;

6.4.5. web mail (such as Hotmail or Yahoo) and

6.4.6. WhatsApp.

6.5. No device or equipment should be attached to the Trust's systems without the prior approval of the IT Manager or Senior Leadership Team. This includes, but is not limited to, any PDA or tablet, telephone, USB device, iPod, digital camera, MP3 player, infra-red or wireless connection device or any other device.

6.6. The IT Manager should be informed immediately if a suspected virus is received. The Trust reserves the right to block access to attachments to e-mail for the purpose of effective use of the system and compliance with this policy. The Trust also reserves the right not to transmit any e-mail message.

6.7. Staff must not attempt to gain access to restricted areas of the network or to any password-protected information unless they are specifically authorised to do so.

6.8. Misuse of the Trust's computer systems may result in disciplinary action up to and including summary dismissal.

6.9. For further guidance on what constitutes misuse please see the section entitled Inappropriate Use of the Trust's Systems and guidance under "E-mail etiquette and content" below.

7. E-mail Etiquette and Content

7.1. E-mail is a vital business tool, but often lapses inappropriately into an informal means of communication and should therefore be used with great care and discipline.

7.2. The Trust's e-mail facility is intended to promote effective communication within the business on matters relating to the Trust's business activities and access to the Trust's e-mail facility is provided for work purposes only.

7.3. Staff are permitted to make occasional personal use of the Trust's e-mail facility provided such use is in strict accordance with this policy (see Personal Use below). Excessive or inappropriate personal use of the Trust's email facility will be treated as a disciplinary offence resulting in disciplinary action up to and including summary dismissal depending on the seriousness of the offence.

7.4. Staff should always consider if e-mail is the appropriate medium for a particular communication. The Trust encourages all members of staff to make direct contact with individuals rather than communicate by e-mail wherever possible to maintain and enhance good working relationships.

7.5. Messages sent on the e-mail system should be written as professionally as a letter and should be concise and directed only to relevant individuals on a need-to-know basis. The content and language used in the message must be consistent with the Trust's best practice.

7.6. E-mails should never be sent in the heat of the moment or without first checking the content and language and considering how the message is likely to be received. Staff are encouraged wherever practicable to write a draft e-mail first, print it out and review it

carefully before finalising and sending. Hard copies of e-mails should be retained on the appropriate file.

7.7. All members of staff should remember that e-mails can be the subject of legal action for example in claims for breach of contract, confidentiality, defamation, discrimination, harassment etc. against both the member of staff who sent them and the Trust. Staff should take care with the content of e-mail messages, as incorrect or improper statements can give rise to personal liability of staff and to liability of the Trust in the same way as the contents of letters or faxes.

7.8. E-mail messages may of course be disclosed in legal proceedings in the same way as paper documents. Deletion from a user's inbox or archives does not mean that an e-mail is obliterated, and all e-mail messages should be treated as potentially retrievable, either from the main server or using specialist software. This should be borne in mind when considering whether e-mail is an appropriate forum of communication in the circumstances of the case and if so the content and language used.

7.9. Staff should assume that e-mail messages may be read by others and not include in them anything which would offend or embarrass any reader, or themselves, if it found its way into the public domain. The Trust's standard disclaimer should always be used on every e-mail.

7.10. Staff should ensure that they access their e-mails at least once every working day, stay in touch by remote access when travelling or working out of the office and should use an out of office response when away from the office for more than a day. Staff should endeavour to respond to e-mails marked 'high priority' as soon as is reasonably practicable.

7.11. Members of staff are strictly forbidden from sending abusive, obscene, discriminatory, racist, harassing, derogatory or defamatory messages. If such messages are received, they should not be forwarded and should be reported to a member of the Senior Leadership Team immediately.

7.12. If a recipient asks you to stop sending them personal messages, then always stop immediately. Where appropriate, the sender of the e-mail should be referred to this policy and asked to stop sending such material.

7.13. If you feel that you have been harassed or bullied or are offended by material sent to you by a colleague via e-mail, you should inform the CEO / Principal / Head Teacher who will usually seek to resolve the matter informally. You should refer to the Trust's Equal Opportunities Policy and the Harassment and Bullying Policy for further information and guidance.

7.14. If an informal procedure is unsuccessful, you may pursue the matter formally under the Trust's formal grievance procedure. (Further information is contained in the Trust's Equal Opportunities Policy, Harassment and Bullying Policy and Grievance Policy and Procedure set out in this handbook).

8. As General Guidance, Staff Must Not:

8.1. Send or forward any e-mail containing swear words or that may be considered offensive or abusive.

8.2. Send any e-mail or attachments, including resending and forwarding, which may be regarded as harassing or insulting or of a pornographic, illegal, violent, sexist, or racist nature or that may be constructed as libellous;

8.3. Send e-mails or attachments which contain copyright material to which the Trust does not have distribution rights is not permitted.

8.4. Use personal e-mail addresses by Staff for any official Trust business;

8.5. Send or forward private e-mails at work which they would not want a third party to read.

8.6. Send or forward chain mail, junk mail or trivial messages etc which may contribute to system congestion. Spam or junk mail will be blocked and reported to the e-mail provider;

8.7. Send any electronic communication which contains any content which could be subject to data protection legislation (e.g. sensitive or personal information) or is confidential in nature. Such e-mails will only be sent using secure and encrypted e-mail or password protection. Sending such e-mails by unsecure means is prohibited.

8.8. Send e-mails containing children's full names either in the subject line or in the main body of the text. Initials should be used wherever possible.

8.9. Attempt to access Trust /setting e-mail systems. Such access will always take place in accordance with data protection legislation and in line with other appropriate Trust/setting policies e.g. confidentiality.

8.10. Use Trust -email addresses and other official contact details for setting up personal social media accounts.

8.11. Send e-mail which contain personal opinions about other individuals, e.g. about Staff, children or parents. Descriptions of individuals must be kept in a professional and factual manner.

8.12. Send e-mails selling or advertising goods or services or broadcasting messages about sponsorship or charitable appeals or lost property, as other more appropriate forums are available for these purposes.

8.13. Agree to terms, enter into contractual commitments or make representations by e-mail unless appropriate authority has been obtained.

8.14. Send e-mails from another worker's computer under an assumed name unless written authorisation has been granted.

8.15. With regards to Paragraphs 8.1 to 8.14, please also see the Trust's Staff Acceptable Use Policy.

8.16. E-mail may normally only be used to communicate internally with colleagues and students (where appropriate and necessary) and externally to parents, suppliers and third parties on academic/service-related issues. Urgent or important messages to family and friends are permitted but must be of a serious nature.

8.17. The Trust recognises that it is not always possible to control incoming mail. Any material which would be considered as inappropriate or unprofessional, sexually explicit or offensive should be deleted at once. Any member of staff who finds that they are receiving such communications from known sources is responsible for contacting that source in order to request that such communication is not repeated.

8.18. Staff who receive an e-mail which has been wrongly delivered should return it to the sender of the message. If the e-mail contains confidential information or inappropriate material (as described above) it should not be disclosed or forwarded to another member of staff or used in any way. The CEO / Principal / Head Teacher should be informed as soon as reasonably practicable.

9. Inadvertent Access to Inappropriate Sites and Inappropriate Emails

9.1. If an employee inadvertently accesses an inappropriate web site, they should leave it immediately but notify their line manager of the incident, giving the date and time, web address (or general description) of site and the action taken. This will help safeguard their position in circumstances where disciplinary action would otherwise result.

9.2. Employees may find themselves receiving emails which contravene this policy. In the case of comparatively innocuous material (e.g. 'clean jokes'), the recipient should point out to the sender that they do not wish to receive such messages at their workplace because they believe they contravene the Trust's policy. If there is repetition, the employee should retain the messages and notify their line manager. If the emails are racist or sexist or could otherwise be regarded as offensive, they should be left in the inbox and the CEO / Principal / Head Teacher notified immediately. Employees should notify the sender that they do not wish to receive further such material and keep a record of doing so.

10. Use of the Internet

10.1. When a website is visited, devices such as cookies, tags or web beacons may be employed to enable the site owner to identify and monitor visitors. If the website is an inappropriate one such a marker could be a source of embarrassment to the Trust, especially if a member of staff has accessed, downloaded, stored or forwarded inappropriate material from the website. Staff may even be committing a criminal offence if, for example, the material is pornographic in nature.

10.2. Staff must not access any web page or any files from the Trust's systems (whether documents, images or other) downloaded from the web which, on the widest meaning of those terms, could be regarded as illegal, offensive, in bad taste or immoral. While content may be legal in the UK it may be in sufficient bad taste to fall within this prohibition.

10.3. As a general rule, if any person within the Trust (whether intending to view the page or not) might be offended by the contents of a page, or if the fact that the Trust's software has accessed the page or file might be a source of embarrassment if made public, then viewing it will be a breach of this policy.

10.4. Staff should not under any circumstances use the Trust's systems to participate in any internet chat room, post messages on any internet message board or set up or log text or information even in their own time.

10.5. Staff are reminded that text, music and other content on the internet may be copyright works. Staff should not download or e-mail such content to others unless certain that the owner of such works allows this.

10.6. The Trust's website is intended to convey its core values and excellence in the educational sector. All members of staff are encouraged to give feedback concerning the site and new ideas and inclusions are welcome. All such input should be submitted to the Senior Leadership Team in the first instance. Only expressly authorised and designated members of staff are permitted to make changes to the website.

10.7. Staff are not permitted to use WhatsApp for any Trust related matter and should refrain from texting and using personal phones. The Trust requires its staff to speak to colleagues directly or use alternative systems to make contact with staff (such as e-mails).

11. Inappropriate Use of Equipment and Systems

11.1. Occasional personal use is permissible provided it is in full compliance with the Trust's rules, policies and procedures (including this policy, the Equal Opportunities Policy, Harassment Policy, Data Protection Policy, Code of Conduct and Disciplinary Policy and Procedure).

11.2. Misuse or abuse of the Trust's telephone or e-mail systems or inappropriate use of the internet in breach of this policy will be dealt with in accordance with the Trust's Disciplinary Policy and Procedure.

11.3. Misuse of the internet may, in certain circumstances, constitute a criminal offence. In particular, misuse of the e-mail system or inappropriate use of the internet by viewing, accessing, transmitting or downloading any of the following material, or using any of the following facilities, will amount to gross misconduct (this list is not exhaustive):

11.3.1. accessing pornographic material (that is writings, pictures, films, video clips of a sexually explicit or arousing nature), racist or other inappropriate or unlawful materials;

11.3.2. transmitting a false and/or defamatory statement about any person or organisation;

11.3.3. sending, receiving, downloading displaying or disseminating material which is discriminatory, offensive derogatory or may cause offence and embarrassment or harass others;

11.3.4. transmitting confidential information about the Trust and any of its staff, students or associated third parties;

11.3.5. transmitting any other statement which is likely to create any liability (whether criminal or civil, and whether for the employee or for the Trust;

11.3.6. downloading or disseminating material in breach of copyright;

11.3.7. copying, downloading, storing or running any software without the express prior authorisation of the IT Manager;

11.3.8. engaging in online chat rooms, instant messaging, social networking sites and online gambling;

11.3.9. forwarding electronic chain letters and other materials;

11.3.10. accessing, downloading, storing, transmitting or running any material that presents or could present a risk of harm to a child;

11.3.11. accessing sites promoting radicalisation, terrorism etc.

11.4. Any such action will be treated very seriously and may result in disciplinary action up to and including summary dismissal.

11.5. Where evidence of misuse is found the Trust may undertake a more detailed investigation in accordance with its Disciplinary Policy and Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or members of management involved in the disciplinary process.

11.6. If necessary, such information may be handed to the police in connection with a criminal investigation.

12. Monitoring

12.1. The content of the Trust's IT resources and communications systems are the Trust's property.

12.2. The Trust's systems provide the ability to monitor telephone, e-mail, voicemail, internet and other communications traffic. For business reasons and to perform its various legal obligations in connection with its role as an employer, the Trust's systems including the telephone and computer systems, and any personal use of them, is electronically monitored from time to time.

12.3. Staff should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post conversation or message, or any other kind of information or communication transmitted to, received or printed from, or stored or recorded on the Trust's electronic information and communication systems.

12.4. The Trust reserves the right to monitor, intercept and review, without further notice, staff activities using its IT resources and communications systems, including but not limited to social media postings and activities, to ensure that its rules are being complied with and 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, logins, recordings and other uses of the system as well as keystroke capturing and other network monitoring technologies.

12.5. The Trust 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.

12.6. Monitoring will only be carried out the extent permitted or required by law and as necessary and justifiable for business purposes. Information obtained through monitoring will not be accessible (or distributed) any more widely than is necessary for the purposes for which it was gathered.

12.7. Staff are advised not to use the Trust's IT resources or communications systems for any matter they wish to be kept private and confidential.

12.8. All employees should be made aware at induction, at intervals thereafter and possibly through automatic messages on Trust equipment, that, in relation to any electronic communication, there can be no expectation of absolute privacy when using Trust equipment provided for official / work purposes; and that the Trust reserves the right to monitor all communications including their content.

12.9. The Trust may undertake monitoring to ensure that equipment and systems are used efficiently and effectively and that the use of e-mail or the internet is legitimate and in accordance with this policy; to find lost messages or to retrieve messages or data lost due to computer failure; to maintain systems security; to assist in the investigation of wrongful acts and/or to comply with any legal obligation. Normally monitoring consists of the following:

12.9.1. **Telephones and fax**. The Trust reserves the right to monitor communication content selectively if abuse is suggested. However, such monitoring would only take place following an assessment that such steps are necessary to further a particular investigation or concern. Where calls are made via the Trust network, an automatic record is kept of every number called, from where and the duration of the call. Further action is taken where particular numbers called or the frequency and duration of calls suggest abuse of this policy. Telephone response times will be sampled from time to time.

12.9.2. **Emails**. When using the Trust e-mail system every incoming and outgoing email message is automatically swept for key words, attachments, viruses and spam which could indicate misuse or a threat to the rest of the network.

12.9.3. **Web access**. When using the Trust internet, access to some web sites is automatically prevented (e.g. pornographic, racist, social media and violent sites). An automatic record is made of all sites visited and a sweep made of site names and content against pre-determined criteria, to identify inappropriate sites together with attempts made to access such sites. The Trust reserves the right to apply similar restrictions and screening to its own web access systems.

12.9.4. **PC's** – Monitoring software is installed on all PC's and the Trust's remote access, which logs all user activity throughout the day on the Trust network. This information can only be accessed by the Trust's Information & Communication Technology Services team and auditors unless the Principal /Head Teacher/Senior Manager suspects misuse and then access will be given. The Trust reserves the right to spot check logs.

12.9.5. **Mail**. The privacy of internal and external postal communications marked 'personal' will normally be respected (unless abuse of this policy is suspected) but all other communications may be opened for good reason on authorisation by a CEO / Principal / Head Teacher or member of the Senior Leadership Team.

13. Access to and Retention of Monitoring Information

13.1. Access to routine monitoring information is restricted to specified employees in Information & Communication Technology Services and Audit. If they identify a potential issue of abuse the relevant CEO / Principal / Head Teacher / Senior Manager will be given access to the information to enable appropriate action to be taken. They will respect the confidentiality of all communications and disclose the contents of communications only where there are grounds for suspecting abuse of this policy. Where this is the case, other

Senior Managers may then be involved and are likely to be made aware of the contents of communications.

14. Surveillance

14.1. Permanently fitted surveillance cameras are installed by individual schools, where applicable, for the prevention and detection of crime, security, protection of students and staff and health and safety reasons and will always be visible to people within their range. There are strict controls over this recorded data and under normal circumstances no such data will be retained for longer than [7] days. Any questions about data held in this way should be addressed to the CEO / Principal / Head Teacher in the first instance. Video recording tapes will be kept secure and no automatic connections will be made between information from security cameras and other monitoring sources.

14.2. Covert monitoring will only be used in connection with a criminal investigation or where abuse of terms of employment, e.g. the sickness scheme, is being investigated. This will always be in accordance with the statutory safeguards applicable to such activity (the Regulation of Investigatory Powers Act 2000 and the Human Rights Act 1998) and only authorised following careful consideration of the need for such action in accordance with the Regulation of Investigatory Powers Act 2000.

14.3. This policy provides safeguards in relation to whom can sanction covert surveillance, the reasons it can be undertaken and how long it can continue.

15. Security

15.1. Every employee must observe the Trust's communications and information technology security requirements (as detailed in the Staff Acceptable Use Policy) and act responsibly when using equipment and materials.

15.2. Employees will be provided with the necessary briefing and training to enable them to comply with this requirement. The CEO / Principal / Head Teacher will take the most serious view of any action or inaction on the part of an employee who deliberately, recklessly or carelessly jeopardises the security of records or systems.

15.3. Any employee detecting a potential security problem (e.g. a virus or unauthorised access) must immediately take any action within their authorised power to safeguard or resolve the situation (e.g. disconnect any infected device from the network (remove the cable) and, if appropriate, notify the person responsible for ICT) and notify the CEO / Principal / Head Teacher or a Senior Manager.

16. Reporting Misuse

16.1. If any employee suspects activity which may constitute misuse or activities which could jeopardise system security, they must report this immediately to the CEO / Principal / Head Teacher or a Senior Manager. The CEO / Principal / Head Teacher or a Senior Manager must consider whether it would be appropriate to involve Internal Audit (Dains) and must always ensure that all relevant records and documents (paper and electronic) are safeguarded and retained securely. If necessary, a strategy for investigation will be agreed between the CEO / Principal / Head Teacher / Manager who will take legal advice as necessary.

17. Consequences of Breach: Disciplinary Action

17.1. Breaches of this policy may result in the application of the Disciplinary Policy and Procedure and may, if deemed sufficiently serious, be treated as gross misconduct.

17.2. In the case of contractors, agency staff, volunteers or partnership employees, breach may result in termination of the contract or relevant arrangement and/or withdrawal of the relevant facility.

17.3. Police involvement and prosecution may follow if the conduct in question constitutes possible criminal activity.

18. Use of Laptops / Tablets Outside the Trust

18.1. Laptop computers and / or tablets are supplied to ***facilitate the flexible use of the equipment both at home or at work***.

18.2. Academies nominate named teachers to receive the equipment.

18.3. Ownership will remain with the Trust and the teacher will be required to return the equipment if employment at the Trust ceases.

18.4. Any laptop computer and / or tablet provided to a teacher will be made available on a long-term loan basis for ***their professional use only***. ***It is expected that this will include use at various locations including the teacher's home and at work.*** However, no expectation may be placed on the teacher to make the laptop / tablet available for regular use at work as part of the Trust's general ICT provision.

18.5. The Trust would like to draw staff attention to:

18.5.1. The dangers of virus infection

18.5.2. The Data Protection Act 2018: The Act requires, amongst other things, that all personal data should be protected by appropriate security safeguards against unauthorised use or unlawful processing of personal data and against accidental loss or destruction or damage.

18.5.3. Copyright, Design and Patents Act 1988: All software must be used only in accordance with the terms of the licence. Generally, the making of copies is forbidden and is a criminal offence.

18.5.4. Computer misuse Act 1989: Identifies three main offences concerning unauthorised access to system, software or data. The punishment depends upon whether the intent of the hacker was merely to gain access, to commit further offences after gaining access or to make a modification to 'computer material' e.g. inject a virus.

18.5.5. Trust policies on the inappropriate use of computers.

18.5.6. Health and Safety issues.

19. The Trust has clearly established policies and practices guiding the use of computer and other equipment within its communications and information acceptable use policy.

EQUAL OPPORTUNITIES IN EMPLOYMENT POLICY

1. Introduction

1.1. Our Lady Help of Christians Catholic Academy Trust ("The Trust") is committed to promoting and achieving equality of opportunity for all students, parents, staff, governors, trustees, visitors and job applicants.

1.2. This policy applies to every individual working for the Trust, irrespective of their status, level or grade. This includes. The CEO / Principal / Head Teacher, Heads of Department, the Senior Leadership Team, directors, trustees, employees, consultants, contractors, trainees, volunteers and casual and agency workers (collectively referred to as "Staff" in this policy).

1.3. This policy does not form part of any employee's terms and conditions of employment and is not intended to have contractual effect. It is provided for guidance to all Staff of the Trust, who are required to familiarise themselves and comply with its contents. The Trust reserves the right to amend its content at any time.

2. Aim of this Policy

2.1. The Trust aims 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.

2.2. The Trust does not discriminate against Staff on the basis of their sex, sexual orientation, marital or civil partnership status, pregnancy or maternity, gender reassignment, race (which includes colour, nationality and ethnic or national origin), religion or belief, disability or age (the protected characteristics).

2.3. The Trust will meet its statutory obligations under relevant legislation including the Equality Act 2010, which prohibits discrimination, harassment and victimisation in employment. This policy conforms to the Equality Act 2010 and is monitored to ensure compliance with the requirements of the relevant legislation in force from time to time. The principles of non-discrimination and equality of opportunity also apply to the way in which Staff treat students, parents, visitors, suppliers, former colleagues and other third parties.

3. Scope of Purpose of this Policy

3.1. All Staff are required to support this policy to ensure that discrimination does not occur in the workplace. All Staff have a duty to act in accordance with this policy and treat colleagues with dignity and respect at all times, and not discriminate against or harass other colleagues, regardless of their status.

3.2. All Staff must set an appropriate standard of behaviour, lead by example and ensure that those they manage adhere to this policy and promote the Trust's aims and objectives with regards to equal opportunities and diversity. Staff will be given appropriate training on equal opportunities awareness and equal opportunities for recruitment and selection best practice.

3.3. This policy applies to all aspects of the Trust's relationship with Staff and to relations between Staff at all levels. This includes:

3.3.1. job advertisements;

3.3.2. recruitment and selection;

3.3.3. training and development;

3.3.4. opportunities for promotion;

3.3.5. conditions of service;

3.3.6. pay and benefits;

3.3.7. conduct at work;

3.3.8. capability, disciplinary and grievance procedures; and

3.3.9. termination of employment.

3.4. The Trust will take appropriate steps to accommodate the requirements of different religions, cultures and domestic responsibilities.

3.5. Any questions about the content or application of this policy should be referred to the CEO / Principal / Head Teacher in the first instance.

4. Forms of Discrimination

4.1. Discrimination by or against Staff is generally prohibited unless there is a specific legal exemption.

4.2. Discrimination may be direct or indirect and it may occur intentionally or unintentionally.

4.3. Direct discrimination occurs where someone is treated less favourably because of one or more of the protected characteristics set out above. For example, rejecting an applicant on the grounds of their race or sex because they would not “fit in” would be direct discrimination.

4.4. Indirect discrimination occurs where someone is disadvantaged by an unjustified provision, criterion or practice that also puts other people with the same protected characteristic at a particular disadvantage. For example, a requirement to work full time puts women at a particular disadvantage because they generally have greater childcare commitments than men. Such a requirement will need to be objectively justified.

4.5. Harassment related to any of the protected characteristics is prohibited. Harassment is unwanted conduct that has the purpose or effect of violating someone’s dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. Harassment is dealt with further in the Trust’s Harassment and Bullying Policy.

4.6. Victimisation is also prohibited. This is less favourable treatment of someone who had complained or given information about discrimination or harassment or supported someone else’s complaint.

5. Religion and Belief

5.1. The Trust and Local Governing Bodies have a duty to secure, preserve and develop the character of the Trust and individual academies and to act in accordance with the provisions of the Trust Deed.

5.2. This duty is currently carried out in respect of employment under the powers accorded to the Trust and Local Governing Bodies by the Academy Standards and Framework Act 1998 Sections 58-60, under the Equality Act 2010 and in accordance with the provision of the Trust Deed.

5.3. As a matter of Christian principle and in order to promote the Trust's Christian mission and service, the Trust may rely on an occupational requirement when recruiting or promoting teaching Staff, for example where a position requires someone to be of a particular religion or faith or requires someone to be a man or woman. Before applying any occupational requirement, the Trust will consider whether there is a defined legitimate aim and will act proportionately. Requirements based on management preference will not be lawful. Any job applicant or Staff who are excluded from an appointment on account of the application of an occupational requirement may challenge that decision.

5.4. In relation to associate Staff or applicants for associate Staff posts, the Trust will not discriminate on the grounds of religion or belief in connection with the appointment, remuneration, promotion or termination of employment unless there is a determining occupational requirement associated with the post and that requirement is a proportionate means to achieve a legitimate aim of the Trust

5.5. During the recruitment process, the Trust may ask Staff or job applicants about their willingness and ability to support the Catholic ethos of the Trust.

5.6. All Staff are required to behave in a manner that is compatible with the precepts and the upholding of the tenets of the Roman Catholic Church.

5.7. Managers shall have regard to such requirements when managing capability, disciplinary and grievance matters under the Trust's policies and procedures.

6. Recruitment and Selection

6.1. With the exception of the rights, powers and exceptions set out above in respect of religion and belief, the Trust aims to ensure that no job applicant suffers unlawful discrimination because of any of the protected characteristics.

6.2. The Trust's recruitment procedures are reviewed regularly to ensure that individuals are treated on the basis of their relevant merits and abilities. Job selection criteria are regularly reviewed to ensure that they are relevant to the job and are not disproportionate.

6.3. With the exception of the rights, powers and exceptions set out above in respect of religion and belief, job advertisements will avoid using wording that may discourage particular groups from applying. A short policy statement on equal opportunities and a copy of this policy shall be sent on request to those who enquire about vacancies.

6.4. The Trust will take steps to ensure that its vacancies are advertised to a diverse labour market and, where relevant, to particular groups that have been identified as disadvantaged or underrepresented in the Trust.

6.5. Applicants will not be asked about health or disability before a job offer is made. There are limited exceptions which the Trust may use, for example:

6.5.1. questions necessary to establish if an applicant can perform an intrinsic part of the job (subject to any reasonable adjustments);

6.5.2. questions to establish if an applicant is fit to attend an assessment or any reasonable adjustments that may be needed at interview or assessment;

6.5.3. positive action to recruit disabled persons;

6.5.4. equal opportunities monitoring (which will not form part of the decision-making process).

6.6. Applicants will not be asked about past or current pregnancy or future intentions related to pregnancy.

6.7. Applicants will not be asked about matters concerning age, race, sexual orientation, gender reassignment or religion or belief without first considering whether such matters are relevant and may lawfully be taken into account.

6.8. The Trust is required by law to ensure that all members of Staff are entitled to work in the UK. Assumptions about immigration status will not be made based on appearance or apparent nationality.

6.9. All prospective members of Staff, regardless of nationality, must be able to produce original documents (such as a passport) before employment starts, to satisfy current immigration legislation.

6.10. A list of acceptable documents is available from the Human Resources Manager / academy Business Manager.

6.11. To ensure that this policy is operating effectively, and to identify groups that may be underrepresented or disadvantaged in the Trust, the Trust will monitor applicants' ethnic group, sex, disability, sexual orientation, religion and age as part of the recruitment procedure. Provision of this information is voluntary. The information will be removed from applications before short listing and kept in an anonymised format solely for the purposes stated in this policy. Analysing this data helps the Trust to take appropriate steps to avoid unlawful discrimination and improve equality and diversity.

7. Recruitment of Applicants with a Criminal Record

7.1. The Trust uses the Disclosure and Barring Service (DBS) service to assess candidates' suitability for positions of trust working in an environment with children and young people. The Trust complies fully with the DBS Code of Practice and undertakes to treat all candidates fairly.

7.2. The Trust undertakes not to discriminate unlawfully against any candidate who is required to provide information (a check) through this process. Having a criminal record will not necessarily prevent a candidate from working with the Trust. Whether or not it does will depend on the nature of the position and the circumstances and background of the offences.

7.3. The Trust's policy on the recruitment of applicants with a criminal record will be made available to all candidates at the outset of the recruitment process. The Trust will ensure that it makes any candidate who is subject to a check is aware of the DBS Code of Practice and will provide a copy of the Code on request.

7.4. As a DBS check is part of the Trust's recruitment process, the Trust encourages all candidates called to interview to provide details of any criminal record (except cautions and convictions which are "protected" (as defined in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013 and 2020)) at any early stage of the application process. The Trust requests that this information is sent under separate confidential cover to a designated person with the Trust, who may vary on a case by case basis depending on the nature of the post being recruited. The Trust guarantees that only those who need to see this information as part of the recruitment process will be privy to it.

7.5. The Trust will ensure that it discusses with the candidate the relevance of any offence to the job in question. A candidate's failure to reveal information directly relevant to the job could result in withdrawal of an offer of employment.

8. Staff Training, Promotions and Conditions of Service

8.1. Staff training needs will be identified through informal and formal staff appraisals.

8.2. All Staff will be given appropriate access to training to enable them to progress within the Trust and all promotion decisions will be on the basis of merit.

8.3. The composition and movement of Staff at different levels will be reviewed from time to time to ensure equality of opportunity at all levels within the Trust.

8.4. Subject to the rights, powers and exceptions set out above in respect of religion and belief, where appropriate the Trust will take steps to identify and remove unnecessary or unjustifiable barriers and provide appropriate facilities and conditions of service to meet the special needs of disadvantaged or underrepresented groups.

8.5. The Trust's conditions of service, benefits and facilities will be reviewed from time to time to ensure that they are available to all Staff who should have access to them and that there are no unlawful obstacles to accessing them.

9. Termination of Employment

9.1. Subject to the rights, powers and exceptions set out above in respect of religion and belief, the Trust will ensure that redundancy criteria and procedures are fair and objective and are not directly or indirectly discriminatory.

9.2. Subject to the rights, powers and exceptions set out above in respect of religion and belief, the Trust will also ensure that absence, capability and disciplinary procedures and penalties applied are without discrimination and are carried out fairly and uniformly for all Staff, whether they result in formal warnings, dismissal or other action.

10. Disability Discrimination

10.1. If you are disabled, or become disabled, in the course of your employment with the Trust, you are encouraged to tell your manager about their condition. This is to enable the Trust to support you as much as possible.

10.2. If you experience difficulties at work because of your disability, you may wish to contact the CEO / Principal / Head Teacher to discuss any reasonable adjustments to your working conditions or duties which you consider to be reasonable and necessary, or which would assist you in the performance of your duties.

10.3. The CEO / Principal / Head Teacher may wish to consult with you and your medical adviser/occupational health about possible adjustments. Careful consideration will be given to any such proposals, and they will be accommodated where reasonable, practicable and proportionate in all the circumstances of the case.

10.4. Nevertheless, there may be circumstances where it would not be reasonable for the Trust to accommodate a particular adjustment and in such circumstances, it will ensure that it provides you with its reasons and will try to find an alternative solution where possible.

10.5. The Trust will monitor the physical features of its premises to consider whether they place disabled Staff, job applicants or service users at a substantial disadvantage compared to other Staff. Where reasonably practicable and proportionate the Trust will take steps to improve access for disabled Staff and service users.

11. Fixed-Term Employees and Agency / Temporary Workers

11.1. The Trust will monitor its use of fixed-term employees and agency workers, and their conditions of service to ensure they are being offered appropriate access to benefits, training, promotion and permanent employment opportunities. The Trust will also, where relevant, monitor their progress to ensure that they are accessing permanent vacancies.

12. Part-Time Workers

12.1. 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. It will also ensure that requests to alter working hours are detail with appropriately under the Trust's Flexible Working Policy.

13. Complaints of Unlawful Discrimination, Victimisation and Harassment on the Protected Characteristics

13.1. The Trust will treat all complaints of unlawful discrimination, harassment or victimisation connected to any of the protected characteristics made by any of its Staff, students or other third parties seriously and will take action where appropriate.

13.2. Staff who consider that they may have been unlawfully discriminated against, victimised or harassed within the meaning of this policy should discuss the matter in the first instance with their manager or, if inappropriate given the circumstances of the case, with member of the Senior Leadership Team. In some cases, it may be possible to resolve the matter informally and reach a satisfactory resolution.

13.3. If Staff wish to make a formal complaint, then they should follow the Trust's Grievance Policy and Procedure.

13.4. Allegations regarding potential breaches of this policy will be treated in confidence and will be investigated in accordance with the relevant procedure. Staff will be given the opportunity to respond to the allegation and provide an explanation for their actions.

13.5. Staff who make allegations in good faith will not be victimised or treated less favourably as result. If the Trust concludes that the allegations are false or have been made maliciously

or in bad faith, the matter will be dealt with in accordance with the Trust's Disciplinary Policy and Procedure.

13.6. Staff found to have committed an act of discrimination or harassment will be subject to disciplinary action. Such behaviour may constitute gross misconduct and may result in summary dismissal if proven. The Trust takes a strict approach to breaches of this policy.

FLEXIBLE WORKING POLICY

1. Introduction

1.1. The Trust is committed to providing equality of opportunity in employment and to developing work practices and policies that support work-life balance. The Trust recognises that, in addition to helping balance work and personal lives, flexible working can raise staff morale, reduce absenteeism and improve the use and retention of staff.

1.2. This Flexible Working Policy gives eligible employees an opportunity to formally request a change to their working pattern and all employees an opportunity to do so informally. The CEO / Principal / Head Teacher or academy Business Manager are encouraged to facilitate requests unless they cannot be accommodated for business or operational reasons.

1.3. This policy applies to employees only. It does not apply to agency workers, consultants or self-employed contractors.

1.4. No employee who makes a request for flexible working will be subjected to any unlawful detriment or lose any career development opportunities as a result.

1.5. The Trust is committed to a programme of action to make this policy effective and to bring it to the attention of all employees.

1.6. This policy does not form part of any individual's terms and conditions of employment and is not intended to have contractual effect. However, the policy does reflect the Trust's current practice and all employees are encouraged to familiarise themselves with its content. The Trust may amend this policy from time to time in line with statutory changes.

2. Who May Make a Statutory Request to Work Flexibly?

2.1. Employees have a statutory right to request flexible working providing they:

2.1.1. Are an employee of the Trust regardless of length of service; and

2.1.2. have not made two earlier flexible working requests during the previous 12 months and

2.1.3. do not have a current flexible working application on going

2.2. Employees who do not meet the eligibility criteria for the formal procedure, but who want to make either permanent or temporary changes to their working arrangements, may make an informal request under the procedure set out below to the CEO / Principal / Head Teacher or academy Business Manager, who will consider the request according to the Trust's operational requirements.

2.3. Employees whose requests for flexible working are accepted under the formal procedure will have permanent changes made to their contracts of employment to reflect their new working arrangements. If they do not want changes to be permanent, they may make an informal request instead.

2.4. Any employee interested in flexible working is advised to request an informal meeting with the CEO / Principal / Head Teacher or academy Business Manager to discuss their eligibility, the different options and the effect of their proposed work pattern on colleagues and

service delivery before submitting a formal or informal request. It may that a short-term adjustment can be accommodated without instigating the statutory flexible working procedure.

2.5. Those working at management level have a specific responsibility to set an appropriate standard of behaviour, to lead by example and to promote the Trust's aims and objectives with regard to flexible working.

2.6. All members of staff are responsible for the success of this policy and must ensure that they familiarise themselves with it and act in accordance with its aims and objectives. Those involved in management or recruitment may request specific training and address any questions about the content or application of this policy to the CEO / Principal / Head Teacher.

3. Forms of Flexible Working

3.1. Flexible working can incorporate a number of changes to working arrangements:

3.1.1. reduction or variation of working hours;

3.1.2. reduction of the number of days worked each week; and/or

3.1.3. working from a different location (for example, working from home).

3.2. Such changes may involve:

3.2.1. starting a job share;

3.2.2. working a set number of hours, a year, rather than a week (annualised hours);

3.2.3. working from home (whether for all or part of the week);

3.2.4. working only during term-time (part-year working);

3.2.5. working compressed hours;

3.2.6. working flexitime.

4. Making a Formal Flexible Working Request

4.1. Requests under the formal procedure set out in this policy can only be made by employees who meet the criteria set out above.

4.2. You will need to submit a written application if you would like your flexible working request to be considered under the formal procedure.

4.3. Your written and dated application should be submitted to the CEO / Principal / Head Teacher and, in order to meet the requirements of the formal procedure, should:

4.3.1. state that it is formal flexible working request and the reason your reason for making the request;

4.3.2. provide as much information as you can about your current and desired working pattern, including working days, hours, start/finish times, and give the date from which you want your desired working pattern to start;

4.3.3. provide information to confirm that you meet the eligibility criteria set out in this policy;

4.3.4. state whether you have made a previous formal request for flexible working and, if so, when.

4.3.5. It would also be helpful if you can set out in your request:

4.3.6. the reasons for your request.

4.4. Your application should be submitted at least two months before you wish the changes you are requesting to take effect. Applications from classroom-based / teaching staff should be submitted to the Trust at the earliest possible opportunity, bearing in mind the difficulties of arranging changes to the timetable mid-year.

4.5. If you have a disability, and part of the purpose of your flexible working request is to ask for an adjustment to the way in which you work in order to alleviate any disadvantages from that affect you in the course of your work as a result of your disability, you must state this in your application and provide an explanation of how the suggested would assist you in overcoming those disadvantages.

4.6. If the Trust receives a number of flexible working request from different employees at the same academy, it will consider them based on their individual merits and in the order in which they are received.

4.7. The Trust might be able to agree your proposal without the need for a meeting (which is the next stage of the formal procedure). If that is the case, the Trust will write to you, confirming the decision and explaining the permanent changes that will be made to your contract of employment.

5. Before refusing a request, the Trust will meet with the employee to discuss the request, consider alternatives and explore whether a mutually acceptable arrangement can be reached

6. Formal Procedure: Meeting

6.1. If your proposal *cannot* be accommodated in full or in part, we will invite you to a meeting to discuss your request with the CEO/Principal/Headteacher or Academy Business Manager. We will endeavour to arrange this meeting to take place within [10] working days of receiving your application, or as soon as reasonably possible.

6.2. You may bring a colleague (who may also be a trade union representative) to the meeting as a companion if you wish. Your companion will be entitled to speak during the meeting and confer privately with you but may not answer questions on your behalf.

6.3. In most cases, the meeting will be held at your usual place of work. However, the Trust will ensure that the meeting is held at a time and place that is convenient to you.

6.4. The meeting will be used to consider the working arrangements you have requested including:

- Curriculum delivery, safeguarding arrangements, leadership coverage, SEND provision, examination and assessment responsibilities, impact on pupils and service delivery.

- any benefits your request may have;

- any other impacts of accepting or rejecting your request; and

- if it were to be agreed, any practical considerations in implementing it.

6.5. . If the arrangements you have requested cannot be accommodated, discussion at the meeting will also provide an opportunity to explore possible alternative working arrangements.

6.6. The CEO / Principal / Head Teacher or academy Business Manager may suggest starting new working arrangements under an initial trial period to ensure that they meet your needs and those of your department or team.

7. Formal Procedure: Decision

7.1. Following the meeting, the Trust will notify you of the decision in writing as soon as reasonably practicable and normally within 14 days.

7.2. If your request is accepted, or where an alternative working arrangement has been agreed, the Trust will write to you with details of the new working arrangements, details of any trial period, an explanation of changes to your contract of employment and the date on which they will commence. You will be asked to sign, date and return a copy of the letter. This will be placed on your personnel file to confirm the variation to your terms of employment.

7.3. There may also be some additional practical matters such as arrangements for handing over work that will be discussed with you.

7.4. You should be aware that changes to your terms of employment will be permanent.

7.5. If the Trust needs more time to make a decision, it will notify you of this and the reasons for the delay. Requests must be considered and decided upon within two months of the receipt of the request. A request for an extension is likely to benefit you. For example, more time may be required to investigate how your request can be accommodated or to consult several members of staff.

7.6. There will be circumstances where, due to academic and/or operational requirements, the Trust is unable to agree to a request. In these circumstances, the Trust will write to you:

7.6.1. giving the academic/operational reason(s) for turning down your application;

7.6.2. explaining why these reasons apply in your case; and

7.6.3. setting out the appeal procedure.

7.7. The Trust will only refuse your application, or offer to accept it on a modified basis, if one or more the following 8 business reasons apply:

7.7.1. the burden of additional costs;

7.7.2. detrimental effect on ability to meet the needs and the demands of the Trust's students;

7.7.3. inability to reorganise work among existing staff;

7.7.4. inability to recruit additional staff;

7.7.5. detrimental impact on quality;

7.7.6. detrimental impact on performance;

7.7.7. insufficiency of work during the periods that you propose to work; and

7.7.8. planned changes.

8. Appeal

8.1. If your request is rejected, you will be given an opportunity to appeal.

8.2. If you wish to appeal, it must:

8.2.1. be in writing and dated;

8.2.2. set out the grounds on which you are appealing; and

8.2.3. be sent to the Chair of Governors within 14 days of the date on which you received the written rejection of your request.

8.3. The Chair of Governors or Headteacher will arrange for a meeting to take place as soon as reasonably practicable and normally within 14 days of receipt of your appeal. The meeting will be held at a convenient time for all those attending and, as at the meeting that considered your request, you may be accompanied by a colleague.

8.4. An independent and impartial Appeals Officer will be selected, specifically for the appeal, from the Local Governing Body.

8.5. You will be informed in writing of the Appeal Officer's decision as soon as reasonably practicable and normally within 14 days of the date of the appeal meeting.

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

8.7. There may also be some additional practical matters, such as arrangements for handing over work that your Line Manager will discuss with you.

8.8. You should be aware that changes to your terms of employment will be permanent.

8.9. If your appeal is rejected, the written decision will give the academic/operational reason(s) for the decision and explain why the reason(s) apply in your case.

9. Treating an Application as Withdrawn / Extending Time under the Formal Procedure

9.1. At any point before the Trust gives its final decision (either before or after an appeal), you may agree to dispose of your application without the need for the Trust to give its decision. This will be confirmed in writing stating that both parties have agreed that no further action will be taken in relation to your application, and the date on which that agreement was reached. You will be asked to sign, date and return a copy of that agreement to conform that your formal flexible working request has been disposed of as stated.

9.2. At any point before the Trust gives its final decision on your formal flexible working request, you may withdraw your application by sending a written notice to the CEO / Principal / Head Teacher which states that you have withdrawn your application, which must be signed and dated by you.

9.3. The Trust will treat an application as withdrawn where you have, without good reason, failed to attend both the first meeting arranged to discuss the application and the next meeting arranged for that purpose or where you failed to attend an appeal hearing and a rearranged appeal hearing.

9.4. In such circumstances, the Trust will write to you confirming that the request has been treated as withdrawn and the reasons why.

9.5. Regardless of whether or not an appeal is made, the Trust will communicate any final decision in regard to a formal flexible working request within 2 months of the date the request is made or within such longer period as may be agreed between both parties.

9.6. Where an extension is required, it must be agreed before the end of the initial 2-month period (or any current extension already agreed) or retrospectively, after the current decision period has ended, provided the extension is agreed within 2-month period following on immediately from the expiry of the current decision period.

9.7. There may be exceptional occasions where the Trust needs to shorten the procedural time limits, where observing the normal time limit would run a significant risk of it not being able to provide you with a decision within the time limit the law requires or where you do not agree to an extension and shortening the procedure will enable the Trust to observe the required time limits).

9.8. Where the time limits are shortened the Trust will write to you confirming which time limits have been shortened, by how much and any consequences of those changes.

10. Making an Informal Flexible Working Request

10.1. Employees who wish to make an informal request for flexible working may make a request to the CEO / Principal / Head Teacher or academy Business Manager who will consider it according to the Trust's academic and operational requirements.

10.2. It will help the Trust to consider your request if you:

10.2.1. make your request in writing and confirm whether you wish any change to your current working pattern to be temporary or permanent;

10.2.2. provide as much information as you can about your current and desired working pattern, including working days, hours and start and finish times, and give the date from which you want your desired working pattern to start;

10.2.3. It would also be helpful if you can set out in your request:

- the reasons for your request; and
- what effect you believe the requested changes to your working pattern will have on the work that you do, your colleagues and service delivery and any suggestions you may have to address any potentially negative effects.

10.3. The Trust will advise you what steps will be taken to consider your request, which may include inviting you to attend a meeting, before advising you of the outcome of your request.

GIFTS AND HOSPITALITY

1. Introduction

1.1. The Trust applies this policy to all individuals working at all levels and grades, including governors, trustees, directors, officers, the CEO / Principal / Head Teacher, the Senior Leadership Team, employees, consultants, contractors, apprentices, casual workers and agency staff, volunteers or any other period associated with the Trust (collectively referred to as "you" and "Staff" in this policy. All Staff are required to familiarise themselves with the content of this policy.

1.2. This policy is non-contractual and may be amended by the Trust at any time. It should be read in conjunction with the Anti-Fraud, Bribery and Corruption policy and the Whistleblowing policy.

1.3. The Trust is committed to all staff conducting themselves in an honest and ethical manner and acting professionally, fairly and with integrity in all their dealings and relationships with other Staff, students, students' parents and any other third parties.

1.4. The purpose of this policy is to set out the Trust's and staff's responsibilities in observing and upholding the Trust's position with regards to acceptance or provision of gifts and hospitality to ensure that they are free from any conflict of interest.

2. Definitions and Expectations

2.1. A **bribe** is an inducement or reward offered, promised or provided in order to gain any commercial, contractual, regulatory or personal advantage.

2.1.1. Bribery and corruption are punishable for individuals by up to ten years' imprisonment and if the Trust is found to have taken part in corruption it could face an unlimited fine and face damage to its reputation. The Trust therefore takes its legal responsibilities very seriously.

2.2. In this policy, **third party** means any individual that Staff may come into contact with during the course of their work for the Trust, and includes actual and potential students and students' parents, governors, trustees, suppliers, business contacts, agents, advisers, and government and public bodies, including their advisors, representatives and officials, politicians and political parties.

2.3. Staff are required to avoid any activity that might lead to, or suggest, a breach of this policy. Any employee who breaches this policy will face disciplinary action, which could result in dismissal for gross misconduct. The Trust reserves its right to terminate its contractual relationship with other workers if they breach this policy.

3. Principles

3.1. The Trust expects staff and members of the Local Governing Body to exercise the utmost discretion in giving and accepting gifts and hospitality when on Trust business. Particular care should be taken about a gift from a person or organisation that has, or is hoping to have, a contract with the Trust.

3.2. This policy does not prohibit normal and appropriate hospitality (given and received) to or from third parties. However, Staff should be aware that the receipt of gifts or excessive

hospitality may damage the Trust's reputation and possibly lead to prosecution for corruption.

3.3. Staff must not accept gifts, hospitality or benefits of any kind from a third party where it might be perceived that their personal integrity is being compromised, or that the Trust might be placed under an obligation.

3.4. Staff must not make use of their official position to further their private interests or those of others.

4. What is Permissible – Gifts Received and Offered

4.1. The giving and receiving of gifts to individuals is not prohibited, if the following requirements are met:

4.1.1. It is not made with the intention of influencing a third party to obtain or retain business or a business advantage or to reward the provision or retention of business or a business advantage or in explicit or implicit exchange for favours or benefits;

4.1.2. It complies with local laws;

4.1.3. It is given in the name of the Trust or local academy and not in your name;

4.1.4. It does not include cash or cash equivalent (such as gift certificates or vouchers);

4.1.5. It is appropriate in the circumstances, for example, giving a small gift at Christmas time;

4.1.6. It is of an appropriate type and value and given at an appropriate time, taking into to account the reason for the gift;

4.1.7. It is given in good faith, openly and not secretly;

4.1.8. It is not offered to or accepted from a government official or representative or politician or political party, without the prior authorisation of the Trust CEO/CFO.

4.2. Further details of what is and is not permissible are set out below.

5. What is Permissible - Gifts Received

5.1. Gifts of low intrinsic value, such as promotional calendars or diaries, or small tokens of gratitude from parents or students, can be accepted. If there is any doubt as to whether the acceptance of such an item is appropriate, Staff should decline the gift or refer the matter to the relevant CEO / Principal / Head Teacher.

5.2. In cases where Staff receive a gift on behalf of the Trust or local academy, the gift remains the property of the Trust. The gift may be required for departmental display, or it may, with the line-manager's approval, remain in the care of the recipient. Unless otherwise agreed, the gift should be returned to the Department / Head on or before the recipient's last working day.

5.3. Modest hospitality, provided it is reasonable in the circumstances, for example, lunches in the course of working visits, may be acceptable, though it should be similar to the scale of hospitality which the Trust, as an employer, would be likely to offer.

5.4. Staff attendance at sporting and cultural events at the invitation of suppliers, potential suppliers or consultants is not normally acceptable. Where it is considered that there is a benefit to the Trust in Staff attending a sponsored event, the attendance should be formally approved by the Trust CEO / CFO.

5.5. Business gifts, which include hospitality, may be provided by the Trust in connection with third party entertaining but should be regarded as the exception rather than the rule. Gift and hospitality must not exceed £50 in any one year for any one recipient and must not be provided in expectation of material benefit to the Trust.

5.6. Rather than allowing Staff to accept hospital or keep a gift that exposes them or the Trust to risk, they may be required to decline hospitality or return high-value gifts or to donate it to charity or we may apply the gift for Trust use.

5.7. Staff are reminded that even lower value gifts and hospitality may be inappropriate if they are repeated or are intended to (or may appear to) improperly influence the recipient.

6. What is Permissible – Gifts Offered

6.1. When making gifts, Staff must ensure the value does not exceed £30 for any one instance, that the decision is documented, and have due regard to propriety and regularity in the use of public funds.

6.2. It is acceptable to offer gifts to volunteers at the Trust in recognition of their contribution to the Trust and any travel/business expenses incurred in the course of their work for the Trust.

6.3. It is acceptable to send flowers to the family of an employee in the event of the death in service of an employee.

6.4. Prizes and rewards for students, as part of competitions or reward systems, are also permitted.

6.5. Food provided to employees who are working an extended day, or at weekends, on behalf of the Trust, falls outside the scope of this policy.

7. What is Not Permissible?

7.1. It is not acceptable for staff (or someone on their behalf) to:

7.1.1. offer any gift with a value of more than £30;

7.1.2. accept any gift with a value of more than £30, without seeking advice from the CEO / Principal / Head Teacher and recording the gift in the gifts and hospitality register;

7.1.3. offer any gift which could be considered as novel, contentious and/or repercussive should be avoided. Therefore, the policy specifically prohibits the offering of alcohol as a gift to third parties. Public funds must not be used for the purchase of alcohol. If in

doubt as what could be considered as a novel, contentious or repercussive gift, please refer to the CEO / Principal / Head Teacher for further advice;

7.1.4. offer any gift to Staff other than in the situation of serious illness of the member of Staff, the bereavement of a close family member or as otherwise set out in this policy;

7.1.5. 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;

7.1.6. accept payment from a third party that Staff know, or suspect is offered with the expectation that it will obtain a business advantage for them;

7.1.7. accept a gift or hospitality from a third party if Staff know or suspect that it is offered or provided with an expectation that a business advantage will be provided by the Trust in return;

7.1.8. threaten or retaliate against Staff who have refused to commit a bribery offence or who has raised concerns under this policy; or

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

8. Gifts to Students

8.1. In the interests of safeguarding children, and to prevent Staff from being open to accusation of exerting undue influence, it is **not** permitted to give a gift to any individual student at any time.

9. Your Responsibilities

9.1. The prevention, detection and reporting of bribery and other forms of corruption are the responsibility of all those working for or under the control of the Trust. All Staff are required to avoid any activity that might lead to, or suggest, a breach of this policy or the Anti-Fraud, Bribery and Corruption Policy.

9.2. Staff must notify their manager as soon as possible if they believe or suspect that a conflict with this policy or the Trust's Anti-Fraud, Bribery and Corruption Policy has occurred, is occurring or may occur in the future. For example, if Staff are offered something to gain a business advantage with the Trust, or it is indicated to them that a gift or payment is required to secure an advantage with them.

10. Register of Gifts

10.1. In the interests of transparency, a Register of Gifts and Hospitality is kept by Administration Staff on the Trust server.

10.2. Staff who accept an offer of a gift or hospitality over the value of £30 must ensure this is recorded in this register, specifying:

10.2.1. Nature of gift / hospitality. In the case of a gift, it should be specified whether it is a personal gift for the recipient or a related party, such as a partner, or a corporate gift accepted by the recipient on behalf of the Trust

10.2.2. Value of gift / hospitality. If the exact cost is not known an estimate should be provided.

10.2.3. Name of firm / individual concerned.

10.2.4. Date of gift / hospitality accepted.

10.2.5. Name of member(s) of Staff involved.

10.3. Staff who offer a gift of any value must ensure this is recorded in this register, specifying:

10.3.1. Nature of gift and reason for offering gift.

10.3.2. Value of gift.

10.3.3. Name of staff member offering gift.

10.3.4. Date of gift.

10.3.5. Name of person receiving gift.

10.4. The Trust must keep financial records and have appropriate internal controls in place which will evidence the business reason for making payments to third parties, and therefore all staff must report all hospitality or gifts offered to the academy Business Manager.

10.5. Staff 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.

11. How to Raise a Concern

11.1. Staff must notify their line manager or Academy Business Manager as soon as possible if they believe or suspect that a conflict with this policy has occurred, is occurring or may occur in the future. Concerns should be reported by following the procedure set out in the Trust's Whistleblowing Policy.

12. What to do If You Are a Victim of Bribery or Corruption

12.1. It is important that staff tell the CEO / Principal / Head Teacher as soon as possible if they are offered a bribe by a third party, are asked to make one, suspect that this may happen in the future, or believe that they are a victim of another form of unlawful activity. Further details are set out in the Trust's Anti-Fraud, Bribery and Corruption Policy

13. Protection

13.1. Staff who refuse to accept or offer a bribe, or those who raise concerns or report another's wrongdoing, are sometimes worried about possible repercussions. The Trust encourages openness and will support anyone who raises genuine concerns in good faith under this policy, even if they turn out to be mistaken.

13.2. The Trust is committed to ensuring no one suffers any detrimental treatment as a result of complying with this policy. 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 CEO / Principal / Head Teacher immediately. If the matter is not remedied, and you are an employee, you should raise it formally using the Grievance Policy and Procedure.

14. Training and Communication

14.1. Training on this policy forms part of the induction process for all new Staff. All existing Staff will receive regular, relevant training on how to implement and adhere to this policy.

14.2. The Trust's zero-tolerance approach to bribery and corruption must be communicated to all suppliers, contractors and business partners at the outset of its business relationship with them and as appropriate thereafter.

15. Who is Responsible for the Policy?

15.1. The Trustees have overall responsibility for ensuring this policy complies with all legal and ethical obligations, and that all those under the Trust's control comply with it.

15.2. The CEO / Principal / Head Teacher has primary and day-to-day responsibility for implementing this policy, and for monitoring its use and effectiveness and for dealing with any queries on its interpretation. Management at all levels are responsible for ensuring those reporting to them are made aware of and understand this policy and are given adequate and regular training on it.

16. Monitoring and Review

16.1. The CEO / Principal / Head Teacher will monitor the effectiveness and review the implementation of this policy, regularly considering its suitability, adequacy and effectiveness. Any changes to this policy will be considered, and ratified (as appropriate) by the Trust Board.

16.2. Internal control systems and procedures will be subject to regular audits to provide assurance that they are effective in countering fraud, bribery and corruption.

16.3. All staff are responsible for the success of this policy and should ensure they use it to disclose any suspected danger or wrongdoing.

16.4. Staff are invited to comment on this policy and suggest ways in which it might be improved. Comments, suggestions and queries should be addressed to the CEO / Principal / Head Teacher.

GRIEVANCE POLICY AND PROCEDURE

1. Commitment to Equality

1.1. The Trust is committed to providing a positive working environment which is free from prejudice and unlawful discrimination and any form of harassment, bullying or victimisation. We have developed a number of key policies to ensure that the principles of Catholic Social Teaching in relation to human dignity and dignity in work become embedded into every aspect of school life and these policies are reviewed regularly in this regard.

2. Definitions

2.1. In this Grievance Policy and Procedure, unless the context otherwise requires, the following expressions shall have the following meanings:

2.1.1. 'Academy' means the local academy within the Trust at which you work and includes all sites upon which the Academy undertaking is, from time to time, being carried out.

2.1.2. 'Board' means the board of Directors of the Trust.

2.1.3. 'Chair' means the Chair of the Board as appointed from time to time.

2.1.4. 'Clerk' means the Clerk to the Board as appointed from time to time.

2.1.5. 'Companion' means a willing work colleague not involved in the subject matter of the grievance brought under this Grievance Policy and Procedure, or a trade union official, an accredited representative of a trade union or other professional association of which the employee is a member, who should be available for the periods of time necessary to meet the timescales under this Grievance Policy and Procedure.

2.1.6. 'Diocesan Schools Commission' means the education service provided by the diocese in which the Academy is situated, which may also be known, or referred to, as the Diocesan Education Service.

2.1.7. 'Directors' means directors appointed to the Board from time to time.

2.1.8. 'Governors' means (if appropriate to the context), the governors appointed or elected to the Local Governing Body, from time to time.

2.1.9. 'Local Governing Body' means (if appropriate to the context), the Governors appointed or elected to carry out specified functions in relation to the Academy as delegated by the Trust.

2.1.10. 'Principal / Head Teacher' means the most senior teacher in the Academy who is also responsible for its management and administration.

2.1.11. 'Resolution Manager' or 'Manager' means a Stage 1 Resolution Manager and/or a Stage 2 Resolution Manager, as the context so requires, appointed in accordance with Paragraph 3 to conduct the formal procedure set out at Paragraph 5.

2.1.12. ‘Trust’ means the entity responsible for the management of the Academy and, for all purposes, means the employer of staff at the Academy.

2.1.13. ‘Vice-Chair’ means the Vice-Chair of the Board as elected from time to time.

2.1.14. ‘Working Day’ means any day on which you would ordinarily work if you were a full-time employee. In other words, ‘Working day’ will apply differently to teaching and non-teaching staff. However, part-time and full-time staff will not be treated differently for the purposes of implementing this Grievance Policy and Procedure.

3. Scope of Procedure

3.1. This Grievance Policy and Procedure is available to you insofar as any grievance relates to your work within the Academy and you are an employee or worker at the Academy (hereinafter referred to as an ‘employee’ or ‘you’).

3.2. The Trust is committed to ensuring respect, objectivity, belief in the dignity of the individual, consistency of treatment and fairness in the operation of this policy. This commitment extends to promoting equality of opportunity and eliminating unlawful discrimination throughout the Trust community, which includes all of the academies in the Trust.

3.3. This Grievance Policy and Procedure offers opportunities to ensure justice for teachers, support staff and students alike and has the potential for the expression of Christian qualities such as honesty, self-knowledge, respect for others and their gifts, recognition of the needs and achievements of others, challenge to self and others, personal growth and openness.

3.4. This procedure **can** be used to:

3.4.1. bring about a resolution to your work-related grievance unless the situation is listed at 1.5 below as falling into a separate procedure;

3.4.2. to raise a grievance in relation to (but not limited to) terms and conditions of employment, health and safety, work relations, bullying and harassment, new working practices, working environment, organisational change and discrimination.

3.5. This procedure **cannot** be used to:

3.5.1. complain about the use of any other procedure or process (e.g. disciplinary, capability, restructuring etc) in relation to you whilst that procedure is being followed unless your complaint relates to the fair implementation of such procedure or process;

3.5.2. appeal against any formal or informal disciplinary sanction;

3.5.3. appeal against any decision to terminate your employment whether on grounds of ill-health, incapacity, redundancy, misconduct, poor performance or other grounds;

3.5.4. appeal against selection for redundancy;

3.5.5. complain about or appeal against any decision relating to pay or grading. Such matters are covered by the Trust's Pay Policy;

3.5.6. complain about or appeal against any decision relating to your pension. Separate Dispute Resolution Procedures have been set up by the Teachers' Pension Scheme and the local fund of the Local Government Pension Scheme;

3.5.7. complain about any matter that forms a collective grievance where the appropriate mechanism is for representations to be made by the appropriate trade union representatives;

3.5.8. complain about any matter which is properly the subject of a statutory consultation process unless your complaint relates to the fair implementation of such process;

3.5.9. complain about matters which have been, or should have been, brought under a separate policy or procedure operated by the Trust, such as the Trust's Complaints policy and procedure or Whistleblowing policy and procedure;

3.5.10. complain about matters which are more than three months old where the grievance has already been dealt with or is no longer relevant or live (though this shall not prevent you referring to matters more than three months old in relation to a grievance which is otherwise live);

3.5.11. raise a safeguarding concern in relation to (a) child(ren) as any such concern should be reported immediately to the Designated Safeguarding Lead or to the Local Authority Designated Officer or appropriate authority as specified in the Trust's Safeguarding Policy.

3.6. An employee is entitled to have access by arrangement to their personnel file and to request the deletion of time-expired records in line with the provisions of the General data Protection Regulation (GDPR) and the Data Protection Act 2018.

3.7. The Trust delegates its authority in the manner set out in this policy.

3.8. The primary purpose of this procedure is to resolve current grievances.

3.9. The primary purpose is not to make findings of fact on historical matters (though this may be required in resolving some grievances).

3.10. The Trust's focus will, at all times, be on the remedial steps required to resolve a grievance.

3.11. The Trust does not speak of grievances being "against" any particular person but rather of grievances "relating" to a particular person.

3.12. The Trust shall seek to resolve any grievance raised by an employee during their notice period and/or garden leave period, using this policy.

3.13. There may be occasions where this procedure needs to be modified to comply with the requirements of the Trust's Child Protection and Safeguarding Policies, for example, by allowing the Local Authority Designated Officer to offer advice to the Trust at appropriate stages or where an employee has a disability which means that reasonable adjustments need to be made to this procedure. Where the Trust's Child Protection and Safeguarding Policies are invoked, this Grievance Policy and Procedure may be suspended until such time as the Local Governing Body determines, in its sole discretion, that it is appropriate to resume it. All modifications will be discussed with the employee.

3.14. Subject to Section 3.5.1 and 3.5.2, there may be occasions when an employee brings a grievance pursuant to this Grievance Policy and Procedure in connection with actions taken under the Trust's Disciplinary Policy and Procedure. This shall not lead to any automatic delay or pause in the conduct of any matters under the Trust's Disciplinary Policy and Procedure. In such circumstances, the employee and the Principal / Head Teacher, or in the case where the disciplinary matter relates to the Principal / Head Teacher, the Chair, will meet to discuss whether or not the Trust's Disciplinary Policy and Procedure should be suspended whilst the grievance is dealt with. The final decision as to whether or not to suspend the Disciplinary Policy and Procedure in such circumstances will be taken by the Principal / Head Teacher or the Chair (as appropriate) and their decision shall be final.

4. Informal Resolution

4.1. The Trust encourages employees to resolve grievances informally and without recourse to the formal grievance wherever possible.

4.2. Before raising a formal grievance under this procedure, you should try to resolve the matter informally either through your line manager, the Principal / Head Teacher or, where possible, with the other party.

4.3. Where there is scope to reach a resolution informally, various strategies will be discussed with you, and you may wish to suggest possible strategies that may assist in reaching informal resolution.

4.4. Examples of informal action might include engaging in informal discussions with you; introducing team building sessions; offering team training; mediation sessions or other appropriate options depending on the specific circumstances of the grievance. Where a grievance is raised informally, in order to reach a resolution, you will need to be able to

explain what outcome you are seeking.

4.5. Following an informal resolution meeting, you will be provided with a note of the meeting, and you will have an opportunity to provide written comments on the note of the meeting prior to it being included in your personnel file.

4.6. If an employee does not feel that there is a reasonable prospect of resolving their grievance informally and/or if attempts to do so have been unsuccessful, they may invoke the formal grievance resolution procedure.

5. Resolution Managers

6. The Resolution Manager should, apart from in exceptional circumstances, be someone not personally involved in the matter which is the subject of the grievance and will be appointed in accordance with the table below depending on the subject matter of the grievance:

Your grievance relates to	**Stage 1 Resolution Manager**	**Stage 2 Resolution Manager**
Students, parents or staff (other than the Principal / Head Teacher)	The Principal / Head Teacher	Chair or another non-staff Director / Governor nominated by the Chair
The Principal / Head Teacher	The Chair	Directors'/Governors' Appeal Panel appointed by the Vice-Chair
A Director/Governor or Directors/Governors (other than the Chair)	The Chair	Directors'/Governors' Appeal Panel appointed by the Vice-Chair of Governors (or the Clerk if the matter relates to the Vice-Chair)
The Chair (or a group of Directors / Governors including the Chair)	The Vice Chair or another non-staff Director / Governor (other than the Chair) nominated by the Clerk (in consultation with the Diocesan Schools Commission)	Directors' / Governors' Appeal Panel appointed by the Vice-Chair (or the Clerk if the matter relates to the Vice-Chair)
The whole body of Directors/Governors	A representative of the Diocesan Schools Commission	A panel appointed by the Diocesan Schools Commission

7. Powers of Resolution Managers

7.1. As part of the resolution of a grievance raised under the formal procedure at Section 7 below, a Resolution Manager will carry out an investigation into the allegations made by the employee in their Form GRP1 and/or GRP2 (as described in Section 7 below) or as a

result of anything discussed at a Stage 1 Resolution Meeting or a Stage 2 Resolution Meeting.

7.2. As part of the resolution of a grievance raised under the formal procedure at Section 7 below, a Resolution Manager may, where they reasonably believe that such action will result in a partial or full resolution of the grievance:

7.2.1. Request an independent investigation be carried out into the allegations made by the employee in their Form GRP1 and/or GRP2 (as described in Section 7 below) or as a result of anything discussed at a Stage 1 Resolution Meeting or a Stage 2 Resolution Meeting. The Clerk will appoint the independent investigator within 5 Working Days of a request by the Resolution Manager to do so;

7.2.2. Make a recommendation that the employee who has raised the grievance attend independent mediation with any other party who is the subject of the grievance;

7.2.3. Recommend any other reasonable course of action.

7.3. Nothing in this Section 6 shall prejudice the Trust's general right to deal with grievances with the assistance specified in Section 13.

8. Formal Grievance – Stage 1

8.1. If you have not been able to resolve a problem through informal discussions in accordance with Section 4, you must use Form GRP1 (see Appendix 1) and submit it to the Clerk. The Clerk will acknowledge receipt of your Form GRP1 within 3 Working Days of receipt by the Clerk.

8.2. The Clerk will formally appoint a Stage 1 Resolution Manager following the guidance in Section 5 above.

8.3. The Stage 1 Resolution Manager will arrange to meet with you as soon as possible to discuss your grievance. This meeting is a Stage 1 Resolution Meeting and will normally be held within 10 Working Days of the Stage 1 Resolution Manager receiving your completed Form GRP1 from the Clerk. You will be informed of the date of the Stage 1 Resolution Meeting in writing. At the Stage 1 Resolution Meeting, the Stage 1 Resolution Manager will ask you to explain the nature of your grievance and will invite you to suggest how it might be resolved. The Stage 1 Resolution Manager will then discuss the matter with you with a view to understanding how your grievance might be resolved. Stage 1 Resolution Meetings may be adjourned if the Stage 1 Resolution Manager, in their sole discretion, determines that further investigations are required in order to resolve the grievance. If a Stage 1 Resolution Meeting is adjourned the reconvened meeting will be arranged once the further investigation is complete and you will be provided with at least 5 Working Days' notice in writing of the date of the reconvened meeting.

8.4. The Stage 1 Resolution Manager will aim to confirm the outcome of the Stage 1 Resolution

Meeting in writing to you within 5 Working Days of the date of the Stage 1 Resolution Meeting ("the Stage 1 Resolution Letter"). The outcome of your grievance will be set out in the Stage 1 Resolution Letter as follows:

8.4.1. your grievance is upheld, and you will be told what action will be taken; or

8.4.2. your grievance us partially upheld and you will be told what action will be taken; or

8.4.3. your grievance is not upheld.

8.5. You will be provided with a copy of the notes from the Stage 1 Resolution Meeting with the Stage 1 Resolution Letter.

9. Formal Grievance - Stage 2 (Appeal)

9.1. In the event that you are not satisfied with the outcome of the Stage 1 Resolution Meeting as set out in the Stage 1 Resolution Letter, you can appeal by sending a completed Form GRP2 (see Appendix 2) to the Clerk within 5 Working Days of the Stage 1 Resolution Letter being sent to you. The Clerk will acknowledge receipt of your Form GRP2 within 3 Working Days of receipt by the Clerk

9.2. The Clerk will formally appoint a Stage 2 Resolution Manager (who will not be the Stage 1 Resolution Manager) following the guidance in Section 5 above.

9.3. The Stage 2 Resolution Manager will arrange to meet with you as soon as possible to discuss your appeal. This meeting is a Stage 2 Resolution Meeting and it will normally be held within 10 Working Days of receiving your completed Form GRP2 from the Clerk. You will be informed of the date of the Stage 2 Resolution Meeting in writing.

9.4. The Stage 2 Resolution Manager will confirm the outcome of the Stage 2 Resolution Meeting in writing to you within 5 Working Days of the date of the Stage 2 Resolution Meeting ("the Stage 2 Resolution Letter"). The decision of the Stage 2 Resolution Manager is final and there will be no further right of appeal. The outcome of your appeal will be set out in the Stage 2 Resolution Letter as follows:

9.4.1. your appeal is upheld, and you will be told what action will be taken; or

9.4.2. your appeal is not upheld.

9.4.3. You will be provided with a copy of the notes from Stage 2 Resolution Meeting with the Stage 2 Resolution Letter.

10. Directors' / Governors' Appeal Panel

10.1. The Directors' / Governors' Appeal Panel shall comprise two or three non-staff Directors / Governors not previously involved in the matter and shall not comprise the Chair or Vice-Chair unless there are insufficient numbers of non-staff Directors / Governors not previously involved in the matter, in which case the Chair and / or Vice-Chair may be appointed to a Directors' / Governors' Appeal Panel.

10.2. In the exceptional event that there are insufficient numbers of Directors/Governors available to participate in the Directors' / Governors' Appeal Panel, the Trust may appoint associate members to solely participate in the Directors' / Governors' Appeal Panel on the recommendation of the Diocesan Schools Commission.

11. Companion

11.1. You may be accompanied at any meeting held pursuant to this policy by a Companion (including any informal resolution meetings and mediation meetings).

11.2. You must let the relevant Resolution Manager know who your Companion will be at least one Working Day before the relevant Resolution Meeting.

11.3. If you have any particular reasonable need, for example, because you have a disability, the Academy may agree to you being accompanied by a suitable helper (such a relative or friend).

11.4. Your Companion can address the Resolution Meeting in order to:

11.4.1. put your case;

11.4.2. sum up your case;

11.4.3. respond on your behalf to any view expressed at the Resolution Meeting; and

11.4.4. ask questions on your behalf.

11.5. Your Companion can also confer with you during the meeting.

11.5.1. Your Companion has no right to:

11.5.2. answer questions on your behalf;

11.5.3. address the meeting if you do not wish it; or

11.5.4. prevent you from explaining your case.

11.6. Where you have identified your Companion and they have confirmed in writing to the

relevant Resolution Manager that they cannot attend the date or time set for the Resolution Meeting, the relevant Resolution Manager will postpone the Resolution Meeting for no more than five Working Days from the date set by the Academy to a date or time agreed with your Companion. Should your Companion subsequently be unable to attend the rearranged Resolution Meeting, the Resolution Meeting may be held in their absence or written representations will be accepted.

12. Confidentiality and Transparency

12.1. Proceedings and records of any grievance will be kept as confidential as possible, but you must appreciate that circumstances can mean that grievances cannot always be dealt with on an entirely confidential basis.

12.2. A grievance you raise could result in the instigation of disciplinary action in respect of another employee and, to protect the confidentiality of that process, the Trust may not be able to inform you of the fact of the disciplinary process or of the disciplinary action which has been taken as a result of your grievance, if any.

12.3. The parties should not disclose the fact or content of any grievance to any employee or third party without the express consent of the Resolution Manager (except that you are allowed to approach a prospective Companion). Failure to comply with this clause may render you liable to disciplinary action under the Trust's Disciplinary Policy and Procedure.

12.4. At the conclusion of your grievance, and after any related disciplinary or other processes have been completed, a report will be presented to the non-staff Directors/Governors at a full meeting of the Governing Board as a confidential item.

13. Timing of Meetings

13.1. The aim is that meetings under this Procedure will be held at mutually convenient times but depending on the circumstances may:

13.1.1. need to be held when you were timetabled to teach (if that is appropriate to your role);

13.1.2. exceptionally be held during planning, preparation and administration time if this does not impact on lesson preparation (if this is appropriate to your role);

13.1.3. exceptionally be held after the end of the working day;

13.1.4. not be held on days on which you would not ordinarily work;

13.1.5. be extended by agreement between the parties if the time limits cannot be met for any justifiable reason.

13.2. Where an employee is persistently unable or unwilling to attend a meeting without good cause the Resolution Manager will make a decision on the evidence available.

14. Venue for Resolution Meetings

14.1. If your grievance raises sensitive issues, the relevant Resolution Manager may hold the meeting off the Trust's premises or Academy site.

15. Assistance

15.1. Where a formal grievance relates to a matter concerning the religious character of the Trust, your completed Form GRP1 and any other relevant information will be sent by the Trust to the Diocesan Schools Commission who may appoint an adviser to assist the Trust in responding to your grievance.

15.2. In all cases the Trust may seek assistance from the Diocesan Schools Commission.

16. False, Vexatious or Malicious Grievances

16.1. Making a false, vexatious or malicious grievance under this procedure is a serious disciplinary offence which could result in dismissal for gross misconduct. If the Resolution Manager believes the grievance is false, malicious or vexatious, a new investigation under the Trust's Disciplinary Policy and Procedure will take place. The fact that an allegation has not been substantiated following a formal investigation should not mean that it will be automatically considered false, malicious or vexatious.

17. Public Interest Disclosure/Whistleblowing

17.1. You should be aware that a grievance may, in certain cases, amount to a protected disclosure under the Employment Rights Act 1996 (please see the Trust's Whistleblowing Policy and Procedure for further details). You will not be allowed to raise the same matter under both this policy and the Trust's Whistleblowing Procedure.

18. Protection from Victimisation

18.1. This Grievance Policy and Procedure allows staff to seek to resolve grievances without fear of reprisal, victimisation, or disadvantage.

19. Review of This Procedure

19.1. This procedure was produced in September 2013, updated in June 2016, May 2018 and October 2020 by the Catholic Education Service (CES) for use in Catholic Voluntary Academies in England following consultation with the national trade unions. It may be adapted, as appropriate, for use in joint Church academies subject to the approval of the CES on referral by the relevant Catholic diocese.

GRIEVANCES - APPENDIX 1

FORM GRP1

Submitted by	**Name:**	
	Job Title:	

I wish to formally complain about the behaviour, conduct or decisions of:

☐ Parents

☐ Students

☐ Staff (other than the Principal / Headteacher)

☐ Principal / Headteacher

☐ A Director/Governor or Directors/Governors (other than the Chair of the Board)

☐ The Chair of the Board (or a group of Directors/Governors including the Chair)

☐ The Directors as a whole

The details of my complaint are *(where possible please identify dates, times and names)*:

EITHER I have attempted to resolve my grievance informally by (please detail your attempts at informal resolution) **OR** I have not attempted to resolve this matter informally because (*delete where appropriate*):

In considering my grievance, I ask you to consider speaking to the following:

In considering my grievance, I ask you to look at the following attached documents:

In considering my grievance, I ask you to look for the following documents:

The outcome I am seeking to resolve this grievance is:
During the period in which you investigate my grievance, I would like you to consider taking the following steps (if any):

My grievance does/does not* include a complaint that I am subject to discrimination, bullying or harassment (If necessary provide relevant information).

My grievance does/does not* include a complaint that raises a child protection issue (if necessary provide relevant information).

I will/will not* need special help at my Resolution Meeting (If necessary provide relevant information).

My companion at the Stage 1 Resolution Meeting will be:

My companion cannot attend a Resolution Meeting on the following dates/times:

I have read the Grievance Policy and Procedure and I am aware that false, malicious or vexatious grievances may result in disciplinary action against me for gross misconduct. I am aware that this GRP1 may be forwarded to the Diocesan Schools Commission and/or to the Designated Person for Child Protection (as appropriate). I am aware that a report on the outcome of this grievance will be submitted to the Directors.

Signed: _____

Print name:	
Date:	

OFFICE USE ONLY

Received by Clerk to Board on:

Stage 1 Resolution Manager:

Received by Stage 1 Resolution Manager:

Resolution Meeting held:

Refer to DSC: YES/NO

Refer to Designated Person CP: YES/NO

GRIEVANCE - APPENDIX 2

FORM GRP2

Submitted by	**Name:**	
	Job Title:	
Stage 1 Resolution Manager:		

I wish to formally appeal against the Stage 1 Resolution Manager's decision.

I attach:

☐ A copy of my Form GRP1

☐ The Stage 1 Resolution Letter

I disagree with the Stage 1 Resolution Letter because:

I want the Stage 2 Resolution Manager to:

I will/will not* need special help at the Stage 2 Resolution Meeting (if necessary provide relevant information).

My companion at the Stage 2 Resolution Meeting will be:

My companion cannot attend a Resolution Meeting on the following dates/times:

I have read the Grievance Policy and Procedure and I am aware that false, malicious or vexatious grievances may result in disciplinary action against me for gross misconduct. I am aware that my GRP1 and this GRP2 may be forwarded to the Diocesan Schools Commission and/or to the Designated Person for Child Protection (as appropriate). I am aware that a report on the outcome of this grievance will be submitted to the Directors.

Signed:	
Print name:	
Date:	

OFFICE USE ONLY

Received by Clerk to the Board on:

Stage 2 Resolution Manager:

Received by Stage 2 Resolution Manager:

Resolution Meeting held:

HARASSMENT AND BULLYING POLICY

1. Purpose of Policy

1.1. The Trust is committed to ensuring all staff are treated, and treat others, with dignity and respect, free from harassment or other forms of bullying.

2. The Trust expects all employees to uphold the values of dignity, respect, compassion and professional conduct in their interactions with colleagues, pupils, parents and visitors

3. The Trust expects all parents, visitors, contractors, governors or other third parties to treat others with dignity and respect, free from any type of harassment or other forms of bullying.

3.1. This policy covers harassment or bullying which occurs both in and out of the workplace, such as on academy trips or at work-related events or social functions. It covers bullying and harassment by staff and also third parties such as students, parents, suppliers, governors or visitors to the Trust and its academies, this includes contractors.

3.2. Staff must treat colleagues and others with dignity and respect and should always consider whether their words or conduct could be offensive. Even unintentional harassment or bullying is unacceptable.

3.3. The Trust takes allegations of harassment or bullying seriously and will address them promptly and confidentially where possible. The Trust will take reasonable steps to prevent recurrence and may restrict access to Trust premises where appropriate.

3.4. Harassment or bullying by a member of staff will be treated as misconduct under the Disciplinary Policy and Procedure. In some cases, it may amount to gross misconduct leading to summary dismissal.

3.5. The policy applies to every individual working for the Trust irrespective of their status, level or grade. It therefore includes the CEO / Principal / Head Teacher, Heads of Department, the Senior Leadership Team, directors, governors, employees, consultants, contractors, trainees, volunteers, apprentices, casual and agency staff (collective referred to as “Staff” in this policy).

3.6. The Trust encourages all staff to report concerns relating to sexual harassment at the earliest opportunity.

3.6.1 Whilst most concerns will be raised and managed through this Harassment and Bullying Policy, the Trust recognises that in some circumstances an employee may feel unable or unwilling to use the normal reporting routes. In such circumstances, concerns relating to sexual harassment may be raised under the Trust's Whistleblowing Policy.

3.6.2 Employees may raise concerns under the Whistleblowing Policy where they reasonably believe that:

3.6.2.1 sexual harassment has occurred and has not been appropriately addressed;

3.6.2.2 there is a risk of sexual harassment occurring;

3.6.2.3 concerns have been concealed or ignored;

3.6.2.4 a complaint has not been investigated appropriately;

3.6.2.5 there has been victimisation or retaliation against an individual who has

raised concerns about sexual harassment; or

3.6.2.6 there has been a failure by the Trust to take reasonable steps to prevent sexual harassment.

3.7 All concerns raised in good faith will be treated seriously and investigated appropriately. No employee will suffer detriment, victimisation, disciplinary action or any other disadvantage because they have raised a genuine concern regarding sexual harassment.

3.8 Any manager, leader, governor, trustee, employee, contractor or volunteer found to have subjected another individual to sexual harassment, or to have victimised an individual for reporting concerns, may be subject to disciplinary action up to and including dismissal, termination of engagement or removal from office.

3.9 This policy does not form part of any employee's terms and conditions of employment and is not intended to have contractual effect. It does however reflect the Trust's current practices and all Staff are required to familiarise themselves with it and to comply with its contents.

3.10 The Trust reserves the right to amend this Policy at any time or to depart from it where it is considered appropriate.

3.11 This policy should be read in conjunction with the Trust's Equal Opportunities Policy, Grievance Policy and Procedure and Disciplinary Policy and Procedure.

3.12 Breach of this policy will be dealt with under the Trust's Disciplinary Policy and Procedure and, in serious cases, may amount to gross misconduct leading to summary dismissal.

4 Legislative Framework

4.6 The Equality Act 2010 prohibits harassment related to sex, sexual orientation, marital or civil partnership status, pregnancy or maternity, gender reassignment, race (including colour, nationality, ethnic or national origin), religion or belief, disability or age (the protected characteristics).

4.7 The Protection from Harassment Act 1997 also makes it unlawful to pursue a course of conduct which Staff know or ought to know would be harassment, which includes causing someone alarm or distress.

4.8 Under the Health and Safety at Work Act 1974, the Trust has a duty to provide Staff with a safe place and system of work.

4.9 The Worker Protection (Amendment of Equality Act 2010) Act 2023 introduced a proactive duty on employers to take reasonable steps to prevent sexual harassment of workers

4.10 The Trust and each Academy must complete a risk assessment to identify risks where sexual harassment could occur and take proactive steps to mitigate this.

4.11 Staff may in some cases be legally liable for harassment of colleagues or third parties and may be ordered to pay compensation by a court or employment tribunal. In some cases, it can also amount to a criminal offence.

4.12 This policy confirms the Trust's commitment to identifying and eliminating harassment, intimidation and bullying within the work environment.

5 Bullying and Harassment

5.6 Harassment

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

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

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

5.6.4 The phrase "related to" is wide and covers harassment:

5.6.4.1 Based on a perception of another person, for example that the victim is LGBTQ+ or is disabled, whether or not that perception is correct and even if the perpetrator knows that their perception is wrong; and

5.6.4.2 That occurs because the victim is associated with another person, for example, someone who is harassed because they care for a disabled person, or who is harassed because they are friends with a transsexual person, or a white worker who sees a black colleague being subjected to racially abusive language which also causes an offensive environment for them:

5.6.5 Harassment may include:

6 Harassment and bullying may occur through electronic communications including Teams, email, text messages, social media platforms, messaging applications and AI-generated content.

6.6.1.1 unwanted physical conduct or "horseplay", including touching, pinching, pushing, grabbing, brushing past someone, invading their personal space, and more serious forms of physical or sexual assault;

6.6.1.2 unwelcome sexual advances or suggestive behaviour (which the harasser

may perceive as harmless), and suggestions that sexual favours may further a career or that a refusal may hinder it;

6.6.1.3 continued suggestions for social activity after it has been made clear that such suggestions are unwelcome;

6.6.1.4 sending or displaying material that is pornographic or that some people may find offensive (including e-mails, text messages, video clips and images sent by mobile telephone or posted on the internet;

6.6.1.5 offensive or intimidating comments or gestures, or insensitive jokes, pranks or banter;

6.6.1.6 mocking, mimicking or belittling a person's disability;

6.6.1.7 racist, sexist, homophobic or ageist jokes, or derogatory or stereotypical remarks about a particular ethnic or religious group or gender;

6.6.1.8 outing or threatening to out someone as LGBTQ+; or

6.6.1.9 ignoring or shunning someone, for example, by deliberately excluding them from a conversation or a workplace activity.

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

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

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

6.10 Sexual Harassment

6.11 Sexual Harassment occurs when a worker is subject to unwanted conduct, and which is of a sexual nature. The conduct need not be sexually motivated only sexual in nature. Conduct of sexual nature includes a wide range of behaviour including:

6.12 Sexual Comments or Jokes

6.13 Displaying sexually graphic posters, pictures or photographs

6.14 Suggestive looks, staring or leering

6.15 Propositions and sexual advances

6.16 Intrusive questions

6.17 Sexual posts or content on social media, emails or text messages

6.18 Unwelcome touching, hugging or kissing.

6.19 Bullying

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

6.19.2 Bullying can take the form of physical, verbal and non-verbal conduct.

6.19.3 Bullying may include (but is not limited to):

6.19.3.1 Shouting at, being sarcastic towards, ridiculing or demeaning others, picking on them or setting them up to fail;

6.19.3.2 physical or psychological threats;

6.19.3.3 overbearing and intimidating levels of supervision;

6.19.3.4 inappropriate and/or derogatory remarks about someone's performance;

6.19.3.5 abuse/misuse of authority or power by those in positions of seniority;

6.19.3.6 deliberately excluding someone from meetings or communications without good reason;

6.19.3.7 spreading malicious rumours, or insulting someone (particular because of or connected to a protected characteristic);

6.19.3.8 unfair treatment;

6.19.3.9 copying e-mails, memos or other correspondence that is critical of someone to those who do not need to know;

6.19.3.10 deliberately undermining a competent worker with constant criticism or contradicting instructions they have given to other Staff without good reason

6.19.3.11 preventing individuals from progressing by blocking a promotion or intentionally denying them training opportunities.

6.19.4 Bullying does not include legitimate, reasonable and constructive criticism of a worker's performance or behaviour or reasonable instructions given to workers in the course of their employment.

6.20 Staff who genuinely believes that they are being subjected to harassment or that they are being bullied should not hesitate to use the procedures set out below.

7 What to Do If You Believe You Are Being Bullied or Harassed - Informal Procedure:

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

7.7 If you are in any doubt as to whether an incident or series of incidents amount to bullying or harassment within the scope of this policy, then in the first instance you should approach the Human Resources Manager or a member of the Senior Leadership Team confidentially, on an

informal basis, for advice.

7.8 If informal steps have not been successful or are not possible or appropriate, you should follow the formal procedure set out below.

8 What to Do If You Believe You Are Being Bullied or Harassed - Formal Procedure:

8.6 If you wish to make a formal complaint about bullying or harassment, you should submit it in writing to the CEO / Principal / Head Teacher, whose role is to achieve a solution wherever possible and to respect the confidentiality of all concerned. If the matter concerns the CEO / Principal / Head Teacher, you should refer it to the Chair of Governors.

8.7 Your written complaint should set out full details of the conduct in question. These details should include:

8.7.1 the name of the harasser or bully;

8.7.2 the nature of the harassment or bullying;

8.7.3 the date(s) and time(s) when the harassment or bullying occurred;

8.7.4 the names of any witnesses; and

8.7.5 any action taken so far to attempt to stop the harassment or bullying.

8.8 As a general principle, the decision whether to progress a complaint rests with you. However, the Trust has a duty to protect all of its Staff and may be obliged to pursue a complaint independently if, in all the circumstances, it is considered appropriate to do so.

8.9 Allegations of sexual harassment can be reported as a protected disclosure under the whistleblowing policy.

8.10 Consideration will be given to whether the alleged harasser or bully should be redeployed temporarily or suspended on full pay or whether reporting lines or other managerial arrangements need reasonably to be adjusted pending investigation into your written grounds of complaint and the outcome of the grievance hearing.

8.11 Further information is set out in the trust's Grievance Policy and Procedure in this handbook.

9 Protection from Victimisation

9.6 The Trust will take all reasonable steps to ensure that Staff who make a complaint or who participate in any investigation conducted under this policy in good faith will be protected from any form of intimidation or victimisation as a result of their involvement.

9.7 Victimisation is treating someone less favourably than others because they have in good faith, complained (whether formally or otherwise) that someone has been bullying or harassing them or another member of Staff, or has supported someone to make a complaint or given evidence in relation to a complaint.

9.8 Provided that Staff act in good faith, i.e. that they genuinely believe that what they are saying is true, they have the right not to be victimised for making a complaint or doing anything in relation to a complaint of bullying or harassment and the Trust will take appropriate action to deal with any alleged victimisation which may include disciplinary action against anyone found to have victimised that member of Staff.

9.9 Staff who consider that they have been subjected to any such intimidation or victimisation should seek support from the academy Business Manager. They may alternatively or additionally raise a complaint in writing under the Trust's Grievance Policy and Procedure.

9.10 Staff who, after investigation, are found to have provided false information or to have acted in bad faith will be subject to disciplinary action under the Trust's Disciplinary Policy and Procedure. Alternative action will be taken against non-employees.

10 What Happens if I am Accused of Bullying and Harassment?

10.6 If someone approaches you informally about your behaviour, do not dismiss the complaint out of hand because you consider that you were only joking or because you think the complainant is being too sensitive.

10.7 Staff should remember that different people find different things acceptable, and perceptions can differ significantly from individual to individual. It is possible that you may have offended someone without intending to do so. If this 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 the future not to behave in a way that you know might cause offence. Provided that you do not repeat the behaviour, which causes offence, this may well be the end of the matter.

10.8 Where Staff have attempted to address the matter informally, appropriately and in good faith, any failure on your part to respond in kind or to take proactive steps to prevent future occurrences will be taken into account should disciplinary proceedings subsequently be instigated against you.

10.9 Staff are reminded that taking the time to listen and communicate constructively with colleagues at an early stage may prevent matters from escalating to the level where formal grievance and disciplinary procedures may need to be instigated. It is therefore in both parties clear interests to seek to resolve the matter amicably, co-operatively and constructively.

10.10 If a formal complaint is made about you, this will be fully investigated, and the Trust may bring disciplinary proceedings if appropriate. Complaints of bullying and harassment will often be allegations of gross misconduct which if proven could lead to summary dismissal (termination of your employment with the Trust without notice). You may be suspended on full pay during the investigation and (if a disciplinary hearing is to be called) until disciplinary proceedings have been concluded.

10.11 Employees should refer to the Trust's Disciplinary Policy and Procedure for further information.

10.12 The Trust will treat complaints of bullying and harassment sensitively and will endeavour to maintain confidentiality as far as reasonably practicable whilst discharging its duties under this policy.

10.13 As above, allegations, which prove to be made in bad faith or maliciously will be treated as potential disciplinary offences under the Trust's Disciplinary Policy and Procedure.

11 Confidentiality

11.6 Confidentiality is an important part of the procedures provided under this policy. Every member of Staff involved in the operation of the policy, whether making a complaint or involved in any investigation, is responsible for observing the high level of confidentiality that is required.

11.7 Breach of confidentiality will be treated as a serious disciplinary offence and may give rise to disciplinary action under the Trust's Disciplinary Policy and Procedure.

HEALTH & SAFETY POLICY

This policy sets out our approach to health and safety across Our Lady help of Christians CMAT.
Each school has their own H&S policy and specific arrangements, procedures for staff for each school.

1. Aims

Our trust aims to:

- Provide and maintain a safe and healthy environment
- Establish and maintain safe working procedures amongst staff, pupils and all visitors to our school sites
- Have robust procedures in place in case of emergencies
- Ensure that the premises and equipment are maintained safely, and are regularly inspected

2. Legislation

This policy is based on advice from the Department for Education on health and safety in schools, guidance from the Health and Safety Executive (HSE) on incident reporting in schools, and the following legislation:

- The Health and Safety at Work etc. Act 1974, which sets out the general duties employers have towards employees and duties relating to lettings
- The Management of Health and Safety at Work Regulations 1992, which require employers to make an assessment of the risks to the health and safety of their employees
- The Management of Health and Safety at Work Regulations 1999, which require employers to carry out risk assessments, make arrangements to implement necessary measures, and arrange for appropriate information and training
- The Control of Substances Hazardous to Health Regulations 2002, which require employers to control substances that are hazardous to health
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013, which state that some accidents must be reported to the Health and Safety Executive and set out the timeframe for this and how long records of such accidents must be kept
- The Health and Safety (Display Screen Equipment) Regulations 1992, which require employers to carry out digital screen equipment assessments and states users' entitlement to an eyesight test
- The Gas Safety (Installation and Use) Regulations 1998, which require work on gas fittings to be carried out by someone on the Gas Safe Register
- The Regulatory Reform (Fire Safety) Order 2005, which requires employers to take general fire precautions to ensure the safety of their staff
- The Work at Height Regulations 2005, which require employers to protect their staff from falls from height

The school follows national guidance published by UK Health Security Agency (formerly Public Health England) and government guidance on living with COVID-19 when responding to infection control issues.

For schools with Early Years Foundation Stage (EYFS) provision:

Sections of this policy are also based on the statutory framework for the Early Years Foundation Stage.

This policy complies with our funding agreement and articles of association.

3. Roles and responsibilities

3.1 The trust

The academy trust has ultimate responsibility for health and safety matters in each of its schools and this policy is adopted by the Trust Board of Directors.

The trust will oversee health and safety, as led by the HR Director, but will delegate day-to-day responsibility in each school to the Principal/Headteacher/Head of School in accordance with the trust scheme of delegation.

The trust has a duty to take reasonable steps to ensure that staff and pupils are not exposed to risks to their health and safety. This applies to activities on or off the school premises.

The trust, as the employer, also has a duty to:

3.1.1 Assess the risks to staff and others affected by school activities in order to identify and introduce the health and safety measures necessary to manage those risks

3.1.2 Inform employees about risks and the measures in place to manage them

3.1.3 Ensure that adequate health and safety training is provided

3.1.4 To provide an annual health and safety audit to each school

3.1.5 To provide the board of Directors with amalgamated KPI data on H&S metrics to include accident and near miss rates, completion of audits including termly safety governor reviews, completion rates of mandatory colleague H&S training, status of claims and progress of H&S audit actions.

Each school has a local safety governor and competent person who oversees health and safety. This person reports to the Trust via the Principal/Headteacher or Head of School

3.2 The Principal/Headteacher or Head of School

The Principal/Headteacher or Head of School of each school is responsible for day-to-day health and safety. This involves:

3.2.1 Reporting to the LGB key H&S KPI metrics to include accident/near miss rates, termly safety governor reviews, completion rates of mandatory colleague H&S training and progress against H&S requirements.

3.2.2 Ensuring that the H&S toolkit is utilised where appropriate and action plans are implemented.

3.2.3 Completion of risk assessment reviews in line with the School's Risk Assessment register

3.2.4 Completion of actions arising from statutory inspections and maintenance regimes

3.2.5 To utilise the H&S Management System and maintaining adequate H&S records

3.2.6 Implementing the health and safety policy

3.2.7 Ensuring there is enough staff to safely supervise pupils

3.2.8 Ensuring that the school building and premises are safe and regularly inspected

3.2.9 Providing adequate training for school staff and ensuring compliance with mandatory training requirements

3.2.5

3.2.6 Ensuring appropriate evacuation procedures are in place and regular fire drills are held

3.2.7 Ensuring that in their absence, health and safety responsibilities are delegated to another member of staff

3.2.7 Monitoring cleaning contracts, and ensuring cleaners are appropriately trained and have access to personal protective equipment, where necessary

3.2.8 Ensuring that local H&S arrangements are in place in accordance with Appendix 5

In the Principal/Headteacher or Head of Schools' absence, the School Business Manager assumes the above day-to-day health and safety responsibilities.

3.3 Health and safety lead

The appointed health and safety lead is the HR Director, with the Trust board of directors having overall responsibility. Each school will nominate a health and safety lead, usually the School Business Manager or Site Manager.

3.4 Staff

School staff have a duty to take care of pupils in the same way that a prudent parent/carer would do so.

Staff will:

3.4.1 Take reasonable care of their own health and safety and that of others who may be affected by what they do at work

3.4.2 Co-operate with the school on health and safety matters

3.4.3 Work in accordance with training and instructions

3.4.4 Inform the appropriate person of any work situation representing a serious and immediate danger so that remedial action can be taken

3.4.5 Model safe and hygienic practice for pupils

3.4.6 Understand emergency evacuation procedures and feel confident in implementing them

3.4.7 Will identify approved contractors and relevant contractor checks will be completed

3.4.8 Complete all mandatory H&S training in accordance with their job role

3.5 Pupils and parents/carers

Pupils and parents/carers are responsible for following the trust's health and safety advice, on-site and off-site, and for reporting any health and safety incidents to a member of staff.

3.6 Contractors

Contractors will agree health and safety practices with the School Business Manager before starting work. Before work begins the contractor will provide evidence that they have completed an adequate risk assessment of all their planned work. This will include completing appropriate safeguarding and safety checks to include: contractor Induction, providing certification of insurance and qualifications where required. Providing appropriate RAMS (Risk Assessments and Method Statements) where required.

4. Risk Assessment

The Trust and its schools will ensure that suitable and sufficient risk assessments are carried out for all activities, environments, equipment and processes that may pose a risk to staff, pupils, visitors or

contractors. Risk assessments will be completed in accordance with the Management of Health and Safety at Work Regulations 1999.

4.1 Responsibilities for risk assessment

- The Trust, as the employer, is responsible for ensuring that effective arrangements are in place for risk assessment across all schools.
- The Principal is responsible for ensuring that risk assessments are completed, implemented and reviewed within their school.
- Curriculum and operational leads (e.g., Heads of Department, Site Manager, School Business Manager) are responsible for completing risk assessments relevant to their areas of responsibility.
- Staff must follow the control measures identified in risk assessments and report any concerns or changes that may affect the assessment.

4.2 Types of risk assessments

Risk assessments will be completed for, but not limited to:

- Classroom activities and curriculum areas (e.g., science, DT, PE)
- Off-site visits and educational trips
- Fire safety and emergency evacuation
- COSHH and hazardous substances
- Work at height
- Lone working
- Manual handling
- Use of machinery and equipment
- New and expectant mothers
- Pupils with medical or behavioural needs
- Contractors and site works
- Infection control and public health risks
- Heat and extreme temperature

4.3 Process for completing risk assessments

All risk assessments will:

- Identify hazards and those who may be harmed
- Evaluate the level of risk and identify appropriate control measures
- Record the findings using the Trust's approved risk assessment template
- Be communicated to all relevant staff
- Be stored centrally and made available for inspection

Where significant risks are identified, the Principal will ensure that additional control measures are implemented without delay.

4.4 Review of risk assessments

Risk assessments will be reviewed:

- Annually as a minimum

- Following any significant change to the activity, environment, equipment or staffing
- After an accident, incident or near miss
- When new guidance or legislation is issued
- When concerns are raised by staff, pupils or contractors

The Principal is responsible for ensuring that reviews are completed and recorded.

5. Site security

The Principal/Headteacher or Head of School, sometimes delegated to the School Business Manager and the site team, are responsible for the security of the school site in and out of school hours. They are responsible for visual inspections of the site, and for the intruder and fire alarm systems.

The Principal/Headteacher or Head of School, sometimes delegated to the School Business Manager are key holders and will respond to an emergency. Each school may have designated key holders who will respond in an emergency.

5. Fire

Schools should adopt the following fire safety procedure:

Emergency exits, assembly points and assembly point instructions are clearly identified by safety signs and notices. Fire risk assessment of the premises will be reviewed regularly.

Emergency evacuations are practiced at least once a term.

The fire alarm is a loud continuous bell.

Fire alarm testing will take place on a weekly basis as determined by BS5839 with periodic 6 monthly or annual servicing by a competent fire alarm engineer. It is recommended these tests are recorded in a logbook.

New staff will be trained in fire safety and all staff and pupils will be made aware of any new fire risks.

In the event of a fire:

- The alarm will be raised immediately by whoever discovers the fire and emergency services contacted. Evacuation procedures will also begin immediately
- Fire extinguishers may be used by staff only, and only then if staff are trained in how to operate them and are confident they can use them without putting themselves or others at risk
- Staff and pupils will congregate at the assembly points. These points should be communicated to employees.
- Form tutors/class teachers will take a register of pupils, which will then be checked against the attendance register of that day
- The Principal/Headteacher or Head of School, sometimes delegated to the School Business Manager, will take a register of all staff
- Staff and pupils will remain outside the building until the emergency services say it is safe to re-enter

The school will have special arrangements in place for the evacuation of people with mobility needs and fire risk assessments will also pay particular attention to those with disabilities.

A fire safety checklist can be found in appendix 1.

7. COSHH

Schools are required to control hazardous substances, which can take many forms, including:

- Chemicals
- Products containing chemicals
- Fumes
- Dusts
- Vapours
- Mists
- Gases and asphyxiating gases
- Germs that cause diseases, such as leptospirosis or legionnaires disease

Control of substances hazardous to health (COSHH) risk assessments are completed by the Principal/Headteacher or Head of School, sometimes delegated to the School Business Manager, and circulated to all employees who work with hazardous substances. Staff will also be provided with protective equipment, where necessary.

Our staff use and store hazardous products in accordance with instructions on the product label. All hazardous products are kept in their original containers, with clear labelling and product information.

Schools should have local risk assessments in place on how hazardous products in the school will be stored.

Any hazardous products are disposed of in accordance with specific disposal procedures.

Emergency procedures, including procedures for dealing with spillages, are displayed near where hazardous products are stored and in areas where they are routinely used.

8 Gas safety

- Installation, maintenance and repair of gas appliances and fittings will be carried out by a competent Gas Safe registered engineer
- Gas pipework, appliances and flues are regularly maintained.
- All rooms with gas appliances are checked to ensure they have adequate ventilation.

9. Legionella

- A water risk assessment will be completed at school and an associated risk assessment should be completed in line with HSE Approved Code of Practice. The Principal/Headteacher/Head of School, sometimes the School Business Manager or Site team is responsible for ensuring that the identified operational controls are conducted and recorded in the school's water log book
- This risk assessment will be reviewed regularly and when significant changes have occurred to the water system and/or building footprint
- The risks from legionella are mitigated by the following: ensuring correct water temperatures, avoiding water stagnation, avoiding the use of materials that harbour bacteria, controlling water release, maintaining water systems, using treatment techniques, taking action to ensure correct and staff operation and maintenance of the water system.

10. Asbestos

- Staff are briefed on the hazards of asbestos, the location of any asbestos in the school and the action to take if they suspect they have disturbed it
- Arrangements are in place to ensure that contractors are made aware of any asbestos on the premises and that it is not disturbed by their work

- Contractors will be advised that if they discover material that they suspect could be asbestos, they will stop work immediately until the area is declared safe
- A risk record is kept of the location of asbestos that has been found on the school site

Each school is responsible for ensuring an asbestos management plan is in place and reviewed on a regular basis

11. Equipment

All equipment and machinery is maintained in accordance with the manufacturer's instructions. In addition, maintenance schedules outline when extra checks should take place.

When new equipment is purchased, it is checked to ensure it meets appropriate educational and operational standards.

All equipment is stored in the appropriate storage containers and areas. All containers are labelled with the correct hazard sign and contents.

12. Electrical equipment

- All staff are responsible for ensuring they use and handle electrical equipment sensibly and safely
- Any pupil or volunteer who handles electrical appliances does so under the supervision of the member of staff who so directs them
- Any potential hazards will be reported to the School Business Manager immediately
- Permanently installed electrical equipment is connected through a dedicated isolator switch and adequately earthed
- Only trained staff members can check plugs
- Where necessary, a portable appliance test (PAT) will be carried out by a competent person
- All isolator switches are clearly marked to identify their machine
- Electrical apparatus and connections will not be touched by wet hands and will only be used in dry conditions
- Maintenance, repair, installation and disconnection work associated with permanently installed or portable electrical equipment is only carried out by a competent person

13. PE equipment

- Pupils are taught how to carry out and set up PE equipment safely and efficiently. Staff check that equipment is set up safely
- Any concerns about the condition of the gym floor or other apparatus will be reported to the School Business Manager

14. Display screen equipment

- 7.3.1 All staff who use computers daily as a significant part of their normal work have a display screen equipment (DSE) assessment carried out. 'Significant' is taken to be continuous/near continuous spells of an hour or more at a time
- Staff identified as DSE users are entitled to an eyesight test for DSE use upon request, and at regular intervals thereafter, by a qualified optician (and corrective glasses provided if required specifically for DSE use)
- Eye test vouchers are available to employees who use computers daily as a significant part of their normal work.
- All relevant employees should complete the DSE e-learning on Smart Log.

14. Specialist equipment

Parents/carers are responsible for the maintenance and safety of their children's wheelchairs. In school, staff promote the responsible use of wheelchairs.
Oxygen cylinders are stored in a designated space, and staff are trained in the removal, storage and replacement of oxygen cylinders.

15.Lone working

Lone working may include:

- Late working
- Home or site visits
- Weekend working
- Site manager duties out of hours
- Site cleaning duties out of hours
- Working in a single occupancy office
- Remote working, self-isolation and/or remote learning

Potentially dangerous activities, such as those where there is a risk of falling from height, will not be undertaken when working alone. If there are any doubts about the task to be performed, then the task will be postponed until other staff members are available.

If lone working is to be undertaken, a colleague, friend or family member will be informed about where the member of staff is and when they are likely to return.

The lone worker will ensure they are medically fit to work alone.

16. Working at height

We will ensure that work is properly planned, supervised and carried out by competent people with the skills, knowledge and experience to do the work.

In addition:

- The site manager/caretaker retains ladders for working at height
- Pupils are prohibited from using ladders
- Staff will wear appropriate footwear and clothing when using ladders
- Contractors are expected to provide their own ladders for working at height
- Before using a ladder, staff are expected to conduct a visual inspection to ensure its safety
- Access to high levels, such as roofs, is only permitted by trained persons

10. Manual handling

It is up to individuals to determine whether they are fit to lift or move equipment and furniture. If an individual feels that to lift an item could result in injury or exacerbate an existing condition, they will ask for assistance.

We will ensure that proper mechanical aids and lifting equipment are available in the schools, and that staff are trained in how to use them safely.

Staff and pupils are expected to use the following basic manual handling procedure:

- Plan the lift and assess the load. If it is awkward or heavy, use a mechanical aid, such as a trolley, or ask another person to help
- Take the more direct route that is clear from obstruction and is as flat as possible
- Ensure the area where you plan to offload the load is clear
- When lifting, bend your knees and keep your back straight, feet apart and angled out. Ensure the load is held close to the body and firmly. Lift smoothly and slowly and avoid twisting, stretching and reaching where practicable

11. Off-site visits

- When taking pupils off the school premises, schools will follow their own risk assessment process and will ensure that:
- Risk assessments will be completed where off-site visits and activities require them
- All off-site visits are appropriately staffed
- Staff will take a school mobile phone, a portable first aid kit, information about the specific medical needs of pupils along with the parents/carers' contact details
- For schools without Early Years Foundation Stage provision:

  There will always be at least one first aider on school trips and visits
- For schools with Early Years Foundation Stage provision:

  For trips and visits with pupils in the Early Years Foundation Stage, there will always be at least one first aider with a current paediatric first aid certificate
- For other trips, there will always be at least one first aider on school trips and visits

12. Lettings

This policy applies to lettings. Those who hire any aspect of the school site or any facilities will be made aware of the content of the school's health and safety policy, and will have responsibility for complying with it.

13. Violence at work

We believe that staff should not be in any danger at work, and will not tolerate violent or threatening behaviour towards our staff.

All staff will report any incidents of aggression or violence (or near misses) directed to themselves to their Principal/Headteacher, Head of School or School Business Manager/Line Manager immediately. This applies to violence from pupils, visitors or other staff.

Staff experiencing abuse, aggression or threats will be supported and incidents investigated.

14. Smoking

Smoking is not permitted anywhere on the school premises. This includes the use of vapes

15. Infection prevention and control

We follow national guidance published by the UK Health Security Agency when responding to infection control issues. We will encourage staff and pupils to follow this good hygiene practice, outlined below, where applicable.

Handwashing

- Wash hands with liquid soap and warm water, and dry with paper towels
- Always wash hands after using the toilet, before eating or handling food, and after handling animals
- Cover all cuts and abrasions with waterproof dressings

Coughing and sneezing

- Cover mouth and nose with a tissue
- Wash hands after using or disposing of tissues
- Spitting is discouraged

Personal protective equipment

- Wear disposable non-powdered vinyl or latex-free CE-marked gloves and disposable plastic aprons where there is a risk of splashing or contamination with blood/body fluids (e.g. nappy or pad changing)
- Wear goggles if there is a risk of splashing to the face
- Use the correct personal protective equipment when handling cleaning chemicals
- Use personal protective equipment (PPE) to control the spread of infectious diseases where required or recommended by government guidance and/or a risk assessment

Cleaning of the environment

- Clean the environment frequently and thoroughly
- For primary schools clean the environment, including toys and equipment, frequently and thoroughly

Cleaning of blood and body fluid spillages

- Clean up all spillages of blood, faeces, saliva, vomit, nasal and eye discharges immediately and wear personal protective equipment
- When spillages occur, clean using a product that combines both a detergent and a disinfectant, and use as per manufacturer's instructions. Ensure it is effective against bacteria and viruses, and suitable for use on the affected surface
- Never use mops for cleaning up blood and body fluid spillages – use disposable paper towels and discard clinical waste as described below
- Make spillage kits available for blood spills

Laundry

- Wash laundry in a separate dedicated facility
- Wash soiled linen separately and at the hottest wash the fabric will tolerate
- Wear personal protective clothing when handling soiled linen
- Bag children's soiled clothing to be sent home, never rinse by hand

Clinical waste

- Always segregate domestic and clinical waste, in accordance with local policy

- Used nappies/pads, gloves, aprons and soiled dressings are stored in correct clinical waste bags in foot-operated bins
- Remove clinical waste with a registered waste contractor
- Remove all clinical waste bags when they are two-thirds full and store in a dedicated, secure area while awaiting collection

Animals

- Wash hands before and after handling any animals
- Keep animals' living quarters clean and away from food areas
- Dispose of animal waste regularly, and keep litter boxes away from pupils
- Supervise pupils when playing with animals
- Seek veterinary advice on animal welfare and animal health issues, and the suitability of the animal as a school pet

Infectious disease management

We will ensure adequate risk reduction measures are in place to manage the spread of acute respiratory diseases, including COVID-19, and carry out appropriate risk assessments, reviewing them regularly and monitoring whether any measures in place are working effectively.

We will follow local and national guidance on the use of control measures including:

Following good hygiene practices

- We will encourage all staff and pupils to regularly wash their hands with soap and water or hand sanitiser, and follow recommended practices for respiratory hygiene. Where required, we will provide appropriate personal protective equipment (PPE)

Implementing an appropriate cleaning regime

- We will regularly clean equipment and rooms, and ensure surfaces that are frequently touched are cleaned

Keeping rooms well ventilated

- We will use risk assessments to identify rooms or areas with poor ventilation and put measures in place to improve airflow, including opening external windows, opening internal doors and mechanical ventilation

16. Pupils vulnerable to infection

Some medical conditions make pupils vulnerable to infections that would rarely be serious in most children. The school will normally have been made aware of such vulnerable children. These children are particularly vulnerable to chickenpox, measles or slapped cheek disease (parvovirus B19) and, if exposed to any of these, the parent/carer will be informed promptly and further medical advice sought. We will advise these children to have additional immunisations, for example for pneumococcal and influenza.

17. Exclusion periods for infectious diseases

The school will follow recommended exclusion periods outlined by the UK Health Security Agency and other government guidance, summarised in appendix 4.

In the event of an epidemic/pandemic, we will follow advice from the UK Health Security Agency about the appropriate course of action.

18. New and expectant mothers

Risk assessments will be carried out whenever any employee or pupil notifies the school that they are pregnant.

Appropriate measures will be put in place to control risks identified. Some specific risks are summarised below:

- Chickenpox can affect the pregnancy if a woman has not already had the infection. Expectant mothers should report exposure to an antenatal carer and GP at any stage of exposure. Shingles is caused by the same virus as chickenpox, so anyone who has not had chickenpox is potentially vulnerable to the infection if they have close contact with a case of shingles
- If a pregnant woman comes into contact with measles or German measles (rubella), she should inform her antenatal carer and GP immediately to ensure investigation
- Slapped cheek disease (parvovirus B19) can occasionally affect an unborn child. If exposed early in pregnancy (before 20 weeks), the pregnant woman should inform her antenatal care and GP as this must be investigated promptly
- Some pregnant women will be at greater risk of severe illness from COVID-19

19. Occupational stress

We are committed to promoting high levels of health and wellbeing, and recognise the importance of identifying and reducing workplace stressors through risk assessment.

Systems are in place within the school and trust for responding to individual concerns and monitoring staff workloads.

The Trust also has an anti-stress policy that should be referred to at the earliest opportunity. A stress risk assessment should be completed as soon as possible with consideration given to a referral to occupational health

Employees should be encouraged to access wellbeing support through Vivup.

The Trust is required to complete an organisational stress risk assessment

Schools are required to complete a school risk assessment and individual risk assessments where required

The Trust and it's schools are committed to reducing stress and encourage the use of the HSE six areas of Work Design;

- Demands; workload/patterns and the working environment
- Control; how much say an employee has over their work
- Support; Encouragement, resources and support from leadership and managers
- Relationships; promoting positive working and dealing with unacceptable behaviour
- Role; Whether people understand their duties and avoid conflict
- Change; How change is managed and communicated

20. Accident reporting

- **Accident record book**

  An accident form will be completed as soon as possible after the accident occurs by the member of staff or first aider who deals with it. Staff accidents and near misses should be recorded centrally on **Smart Log**.

As much detail as possible will be supplied when reporting an accident including photographs or videos where possible.

Information about injuries will also be kept in the pupil's educational record

Records held in the first aid and accident book will be retained by the school for a minimum of 3 years, in accordance with regulation 25 of the Social Security (Claims and Payments) Regulations 1979, and then securely disposed of

21. Reporting to the Health and Safety Executive

The School Business Manager will keep a record of any accident which results in a reportable injury, disease, or dangerous occurrence as defined in the RIDDOR 2013 legislation (regulations 4, 5, 6 and 7).

The Principal/Headteacher or Head of School, sometimes the School Business Manager or medical assistant, will report these to the HSE as soon as is reasonably practicable and in any event within 10 days of the incident – except where indicated below. Fatal and major injuries and dangerous occurrences will be reported without delay (i.e. by telephone) and followed up in writing within 10 days. RIDDOR reportable accidents should always be reported to the Trust in addition to HSE.

The Trust Safety Lead must be notified of any RIDDOR incidents immediately

School staff: reportable injuries, diseases or dangerous occurrences

These include:

i. Death

ii. Specified injuries, which are:

b. Fractures, other than to fingers, thumbs and toes

c. Amputations

d. Any injury likely to lead to permanent loss of sight or reduction in sight

e. Any crush injury to the head or torso causing damage to the brain or internal organs

f. Serious burns (including scalding) which:

   a. Covers more than 10% of the whole body's total surface area; or

   b. Causes significant damage to the eyes, respiratory system or other vital organs

g. Any scalping requiring hospital treatment

h. Any loss of consciousness caused by head injury or asphyxia

i. Any other injury arising from working in an enclosed space which leads to hypothermia or heat-induced illness, or requires resuscitation or admittance to hospital for more than 24 hours

   i. Work-related injuries that lead to an employee being away from work or unable to perform their normal work duties for more than 7 consecutive days (not including the day of the incident). In this case, the Principal/Headteacher or Head of School, sometimes the School Business Manager will report these to the HSE as soon as reasonably practicable and in any event within 15 days of the accident

   ii. Occupational diseases where a doctor has made a written diagnosis that the disease is linked to occupational exposure. These include:

j. Carpal tunnel syndrome

k. Severe cramp of the hand or forearm

l. Occupational dermatitis, e.g. from exposure to strong acids or alkalis, including domestic bleach

m. Hand-arm vibration syndrome

n. Occupational asthma, e.g. from wood dust

o. Tendonitis or tenosynovitis of the hand or forearm

p. Any occupational cancer

q. Any disease attributed to an occupational exposure to a biological agent

i. Near-miss events that do not result in an injury, but could have done. Examples of near-miss events relevant to schools include, but are not limited to:

r. The collapse or failure of load-bearing parts of lifts and lifting equipment

s. The accidental release of a biological agent likely to cause severe human illness

t. The accidental release or escape of any substance that may cause a serious injury or damage to health

u. An electrical short circuit or overload causing a fire or explosion

Pupils and other people who are not at work (e.g. visitors): reportable injuries, diseases or dangerous occurrences

These include:

18.2.1 Death of a person that arose from, or was in connection with, a work activity*

18.2.2 An injury that arose from, or was in connection with, a work activity* and the person is taken directly from the scene of the accident to hospital for treatment

*An accident "arises out of" or is "connected with a work activity" if it was caused by:

18.2.3 A failure in the way a work activity was organised (e.g. inadequate supervision of a field trip)

18.2.4 The way equipment or substances were used (e.g. lifts, machinery, experiments etc); and/or

18.2.5 The condition of the premises (e.g. poorly maintained or slippery floors)

Information on how to make a RIDDOR report is available here:How to make a RIDDOR report, HSE

Schools with Early Years Foundation Stage provision are required to follow sections 18.3, 18.4 and 18.5 below:

22. Notifying parents/carers

The Principal, Headteacher or Head of school will inform parents/carers of any accident or injury sustained by a pupil in the Early Years Foundation Stage, and any first aid treatment given, on the same day, or as soon as reasonably practicable.

23. Reporting to child protection agencies

The Principal, Headteacher or Head of school will notify the relevant child protection agencies, if required, of any serious accident or injury to, or the death of, a pupil in the Early Years Foundation Stage while in the school's care.

Schools with Early Years Foundation Stage provision and registered with Ofsted :

24. Reporting to Ofsted

The Principal, Headteacher or Head of school will notify Ofsted of any serious accident, illness or injury to, or death of, a pupil in the Early Years Foundation Stage while in the school's care. This will happen as soon as is reasonably practicable, and no later than 14 days after the incident.

25. Training

Our staff are provided with health and safety training as part of their induction process.

Staff who work in high-risk environments, such as in science labs or with woodwork equipment, or work with pupils with special educational needs (SEN), are given additional health and safety training.

26. **Monitoring**

This policy will be reviewed by the HR Director every 2 years.

At every review, the policy will be approved by the board of trustees.

27. Links with other policies

This health and safety policy links to the following policies:

a. First aid
b. Risk assessment
c. Supporting pupils with medical conditions (If applicable)
d. Accessibility plan (If applicable)
e. Remote learning (If applicable)
f. Emergency or critical incident plan – individual school plan
g. Academy Vehicle
h. Anti Stress
i. Lone Worker
j. No Smoking
k. Substance misuse
l. School Allergen and Anaphylaxis
m. Harassment
n. Appendix 1 – Local school arrangements

Appendix 1. Fire safety checklist

ISSUE TO CHECK	YES/NO
Are fire regulations prominently displayed?	
Is fire-fighting equipment, including fire blankets, in place?	
Does fire-fighting equipment give details for the type of fire it should be used for?	
Are fire exits clearly labelled?	
Are fire doors fitted with self-closing mechanisms?	
Are flammable materials stored away from open flames?	
Do all staff and pupils understand what to do in the event of a fire?	
Can you easily hear the fire alarm from all areas?	

Appendix 2. Accident report All accidents should be reported on Smartlog.

Name of injured person		**Role/class**	
Date and time of incident		**Location of incident**	
Incident details			
Describe in detail what happened, how it happened and what injuries the person incurred			
Action taken			
Describe the steps taken in response to the incident, including any first aid treatment, and what happened to the injured person immediately afterwards			
Follow-up action required			
Outline what steps the school will take to check on the injured person, and what it will do to reduce the risk of the incident happening again			
Name of person attending the incident			
Signature		**Date**	

Appendix 3. Asbestos record
The table will need to be adapted to your school's specific circumstances along with HSE guidelines

Location	Product	How much	Surface coating	Condition	Ease of access	Asbestos type	Comment
Roof	Asbestos cement	Whole roof	None	Fairly good	Difficult	White	
Store room	Pipes	6 x 3m	Metal case	Good	Medium	Unknown	

Appendix 4. Recommended absence period for preventing the spread of infection
This list of recommended absence periods for preventing the spread of infection is taken from non-statutory guidance for schools and other childcare settings from the UK Health Security Agency. For each of these infections or complaints, there is further information in the guidance on the symptoms, how it spreads and some 'dos and don'ts' to follow that you can check.

In confirmed cases of infectious disease, including COVID-19, we will follow the recommended self-isolation period based on government guidance.

Infection or complaint	Recommended period to be kept away from school or nursery
Athlete's foot	None.
Campylobacter	Until 48 hours after symptoms have stopped.
Chicken pox (shingles)	Cases of chickenpox are generally infectious from 2 days before the rash appears to 5 days after the onset of rash. Although the usual exclusion period is 5 days, all lesions should be crusted over before children return to nursery or school. A person with shingles is infectious to those who have not had chickenpox and should be excluded from school if the rash is weeping and cannot be covered or until the rash is dry and crusted over.
Cold sores	None.
Respiratory infections including coronavirus (COVID-19)	Children and young people should not attend if they have a high temperature and are unwell. Anyone with a positive test result for COVID-19 should not attend the setting for 3 days after the day of the test.
Rubella (German measles)	5 days from appearance of the rash.
Hand, foot and mouth	Children are safe to return to school or nursery as soon as they are feeling better, there is no need to stay off until the blisters have all healed.
Impetigo	Until lesions are crusted and healed, or 48 hours after starting antibiotic treatment.
Measles	Cases are infectious from 4 days before onset of rash to 4 days after, so it is important to ensure cases are excluded from school during this period.
Ringworm	Exclusion not needed once treatment has started.
Scabies	The infected child or staff member should be excluded until after the first treatment has been carried out.
Scarlet fever	Children can return to school 24 hours after commencing appropriate antibiotic treatment. If no antibiotics have been administered, the person will be infectious for 2 to 3 weeks. If there is an outbreak of scarlet fever at the school or nursery, the health protection team will assist with letters and a factsheet to send to parents or carers and staff.

Slapped cheek syndrome, Parvovirus B19, Fifth's disease	None (not infectious by the time the rash has developed).
Bacillary Dysentery (Shigella)	Microbiological clearance is required for some types of shigella species prior to the child or food handler returning to school.
Diarrhoea and/or vomiting (Gastroenteritis)	Children and adults with diarrhoea or vomiting should be excluded until 48 hours after symptoms have stopped and they are well enough to return. If medication is prescribed, ensure that the full course is completed and there is no further diarrhoea or vomiting for 48 hours after the course is completed. For some gastrointestinal infections, longer periods of exclusion from school are required and there may be a need to obtain microbiological clearance. For these groups, your local health protection team, school health adviser or environmental health officer will advise. If a child has been diagnosed with cryptosporidium, they should NOT go swimming for 2 weeks following the last episode of diarrhoea.
Cryptosporidiosis	Until 48 hours after symptoms have stopped.
E. coli (verocytotoxigenic or VTEC)	The standard exclusion period is until 48 hours after symptoms have resolved. However, some people pose a greater risk to others and may be excluded until they have a negative stool sample (e.g. pre-school infants, food handlers, and care staff working with vulnerable people). The health protection team will advise in these instances.
Food poisoning	Until 48 hours from the last episode of vomiting and diarrhoea and they are well enough to return. Some infections may require longer periods (local health protection team will advise).
Salmonella	Until 48 hours after symptoms have stopped.
Typhoid and Paratyphoid fever	Seek advice from environmental health officers or the local health protection team.
Flu (influenza)	Until recovered.
Tuberculosis (TB)	Pupils and staff with infectious TB can return to school after 2 weeks of treatment if well enough to do so and as long as they have responded to anti-TB therapy. Pupils and staff with non-pulmonary TB do not require exclusion and can return to school as soon as they are well enough.
Whooping cough (pertussis)	A child or staff member should not return to school until they have had 48 hours of appropriate treatment with antibiotics and they feel well enough to do so, or 21 days from onset of illness if no antibiotic treatment.
Conjunctivitis	None.

Giardia	Until 48 hours after symptoms have stopped.
Glandular fever	None (can return once they feel well).
Head lice	None.
Hepatitis A	Exclude cases from school while unwell or until 7 days after the onset of jaundice (or onset of symptoms if no jaundice, or if under 5, or where hygiene is poor. There is no need to exclude well, older children with good hygiene who will have been much more infectious prior to diagnosis.
Hepatitis B	Acute cases of hepatitis B will be too ill to attend school and their doctors will advise when they can return. Do not exclude chronic cases of hepatitis B or restrict their activities. Similarly, do not exclude staff with chronic hepatitis B infection. Contact your local health protection team for more advice if required.
Hepatitis C	None.
Meningococcal meningitis/ septicaemia	If the child has been treated and has recovered, they can return to school.
Meningitis	Once the child has been treated (if necessary) and has recovered, they can return to school. No exclusion is needed.
Meningitis viral	None.
MRSA (meticillin resistant Staphylococcus aureus)	None.
Mumps	5 days after onset of swelling (if well).
Threadworm	None.
Rotavirus	Until 48 hours after symptoms have subsided.

Appendix 5 –

This form is a supplement to the Trust Health and Safety Policy, giving details of roles / responsibilities for implementing aspects of the safety policy within xxxx School.

Area of responsibility	Responsible person
The person responsible for annually reviewing Appendix 1 is:	

The person delegated as the health and safety lead / co-ordinator within this Academy is	
Accidents & First Aid	
Report accidents and incidents to:	
Accidents and incidents will be investigated by:	
Completion of accident forms	
Reporting RIDDOR incidents to the Trust	
Monitoring accidents and incidents	
Responsible for preparing Personal Emergency Evacuation Plans (PEEPs)	
First Aid boxes are maintained by	
First aiders are:	**First Aid at work**
Health & Safety information, instruction and training	
First day induction & safety familiarisation	
Employee safety training needs & retention of training records	
Informing visitors of safety procedures and "school rules"	
Informing contractors of known hazards which may exist e.g. asbestos	
Consultation	
Raise health & safety issues with	

Meetings where health & safety issues should be raised	
Union Safety Representative (if applicable)	

Building & equipment management	
Checking safety standards prior to purchase of plant, equipment or services	
Arranging inspection and maintenance of equipment and plant:	
Arranging safe storage of plant, equipment and substances / chemicals	
Keeping inventories and records of equipment and inspections:	
Carrying out routine safety inspections or checks:	
Undertaking Ladder inspection	
Fire & Evacuation	
Ensuring Fire Risk Assessment is available	
Ensuring Emergency evacuation procedures are in place and displayed around the academy	
Organising termly fire drills	
Keeping Fire log book up to date	
Fire Marshal is: Fire Wardens are:	
Risk assessment responsibilities	
Co-ordinate and manage the annual risk assessment process	
Classrooms	
Caretaker & Cleaning	
Kitchen	
Office	
Communal areas e.g.: Playground Lunchtime Staffroom	

Toilets	
Display screen equipment (DSE)	
Expectant mothers	
Art	
Cookery	
Design & technology	
Science	
Physical education	
Forest school	
Educational visits/ trips including swimming	
COSHH:	
Work at height	
Heat and Extreme Temperature	

Review date:	

Informal support and capability policy

Commitment to Equality:

We are committed to providing a positive working environment which is free from prejudice and unlawful discrimination and any form of harassment, bullying or victimisation. We are also committed to the formation and flourishing of all employees.

We have developed a number of key policies to ensure that the principles of Catholic Social Teaching in relation to human dignity and dignity in work become embedded into every aspect of school life and these policies are reviewed regularly in this regard. We recognise the importance of:

- respecting the rights and dignity of employees
- supporting the flourishing and formation of all members of the community
- providing opportunities for all to participate and contribute
- recognising talents and valuing contributions.

This informal support and capability policy was approved and adopted by Our Lady Help of Christians CMAT on TBC

Signed by the Chair of the Board of Directors: TBC

A flourishing school is one that recognises the gifts of its members and provides opportunities to allow them to flourish for the common good of all[9].

Principles of informal support and formal capability

Catholic schools are called to be *"places of human flourishing in which we will realise the fullness of our potential in all its dimensions[10]"*. We are committed to creating an environment which encourages human flourishing for both pupils and employees and this policy forms part of that commitment. Our aim is for employees to work with us to create an environment in which all staff feel supported, where professional dialogue can take place and where accountability is welcomed.

There may be times when an employee will require support to enable them to carry out their work to the expected standard. In those circumstances, we are committed to providing informal support and guidance to assist employees to take appropriate action to address any identified performance concerns and meet the required standards where possible. Feedback, support and guidance will be provided in a way which is constructive, developmental and encouraging and our use of this policy will be rooted in trust and a shared commitment to our collective mission in Catholic education.

[9] *Called to Flourish in Faith and Hope (Catholic Education Service 2024)*
[10] *Called to Flourish in Faith and Hope (Catholic Education Service 2024)*

The use of this policy is rooted in the following commitments to all employees:

- It is our aim, where there are concerns about an employee's performance, to provide support and guidance through informal support in such a way as the employee's performance improves and the concern is, therefore, resolved
- In accordance with our appraisal and employee development policy, any concerns about performance will be addressed using this informal support and capability policy and this policy will only be invoked if there is clear evidence of sustained underperformance that has not been addressed through the appraisal and employee development process
- We will not invoke the formal capability process unless the support and guidance offered under informal support has been exhausted and there is clear evidence of continued underperformance
- We will always investigate with an employee, at an early stage, whether their personal circumstances are leading to performance concerns and we will aim to establish informally whether the reason for any concerns is due to ill-health, lack of competence, misconduct or whether there are other mitigating personal circumstances
- We will make reasonable adjustments to the process set out in this policy where required
- We will provide appropriate periods of induction, job descriptions and information about the professional standards and codes of practice applicable to a role (if any)
- We will provide training to our leaders and line managers to enable them to understand their line management responsibilities, and we will encourage them to provide effective and constructive feedback to their staff, raising any performance concerns at the earliest possible opportunity
- We will encourage all of our leaders and line managers to provide regular, constructive feedback to support employees' growth and development. This includes timely, in-the-moment feedback where appropriate as this is often the most effective way to support improvement
- We will make our expectations clear on the understanding that employees will let us know if they do not understand our expectations or the requirements for their role
- We will provide detailed information to all employees about what concerns need to be addressed and what improvements in performance will look like
- When we make decisions, we will always reflect on the most up-to-date evidence of performance
- We are committed to ensuring respect, objectivity, belief in the dignity of the individual, consistency of treatment and fairness
- We are committed to promoting equality of opportunity and eliminating unlawful discrimination
- We will apply this policy in a consistent and fair way whilst monitoring the impact on workload
- We are committed to the enhancement of professional practice for all in our *"educational constellation"*[11]
- We will provide a supportive environment in which employees are secure in the knowledge that their progress and commitment are acknowledged

[11] *Drawing New Maps of Hope, Apostolic Letter, Pope Leo XIV (27 October 2025)*

- Whenever this policy is used, we will consider employee wellbeing and whether the employee requires additional support, reasonable adjustments or a referral to Occupational Health
- The Christian qualities of honesty, self-knowledge, respect for others and their gifts, recognition of the needs and achievements of others, challenge of self and others, personal growth and openness will be valued
- The use of this policy will offer opportunities to ensure justice for employees and pupils alike
- All monitoring periods set out in this policy represent minimum expectations and we will apply such periods flexibly and proportionately, as required, taking into account individual circumstances
- We will remind employees in meeting invitations that they may be accompanied to meetings by a companion (where applicable)
- A decision to dismiss will always be the last resort.

1. Application

a. This policy applies to all employees or workers (for the purposes of this policy, the term employee will be used). Performance and developmental concerns relating to Early Career Teachers will generally be addressed in accordance with the Early Career Framework and the relevant statutory guidance, but in cases of serious and sustained capability concerns this policy may be used following a discussion with the appropriate body[12].

b. This policy shall be invoked when there is an identified need to address, with a view to remedying, capability due to lack of competence[13].

c. There may be some occasions where an employee's lack of capability could also be described as misconduct[14]. This policy and the disciplinary policy may be used concurrently whilst we endeavour to ascertain if an employee's lack of capability is due to misconduct or lack of competence.

d. There may be occasions where an employee's lack of capability could relate to ill-health. This policy may therefore be used concurrently with the sickness absence policy. Where an employee has a disability or underlying health condition, we will consider whether reasonable adjustments are required to support them in their role and throughout the capability process if it is invoked. This may include adjustments to duties, working arrangements, or the process itself. Where there are concerns that an employee's performance may be affected by an underlying health condition, we may seek advice from Occupational Health in order to ensure that appropriate support and any reasonable adjustments are considered.

e. The process of managing performance concerns due to capability may be paused where an employee is absent on the grounds of sickness following this policy being invoked but we will assess the individual circumstances before any decision is made. Periods of

[12] Appropriate bodies are those organisations that have a quality assurance role in the oversight of statutory teacher induction.

[13] Lack of competence means a lack of skill or aptitude leading to unsatisfactory performance. It could also be described as "can't do" (because, for example, of lack of skills, knowledge or health related performance issues).

[14] Misconduct means any action or inaction which contravenes the provisions of an employee's contract of employment, any rules laid down by the employer and/or any professional code of conduct. It could also be described as "won't do" (where the issue relates to behaviour or attitude).

sickness absence will be excluded from the timelines designated in this policy for support, monitoring and review, where appropriate, and all employees returning from sickness absence will be supported in accordance with the sickness absence policy.

f. This policy does not form part of any other procedure but relevant information on capability, may be taken into account in relation to the operation of other policies. This policy may run concurrently with other policies where appropriate.

g. An employee is entitled to have access, by arrangement, to their personnel file and to request the deletion of time-expired records.

h. The management of employee capability is delegated by the board of directors in the manner set out in this policy and any relevant provision in the scheme of delegation.

i. The management of performance concerns and related investigations will be treated in confidence by all parties involved at all stages of this policy.

2. Informal support

a. If, in the view of an employee's appraiser, an employee is experiencing performance concerns that, if not rectified, could lead to formal capability, a member of senior staff or the employee's line manager, as appropriate, will meet with the employee to hold a supportive conversation in which they will:

- Give clear written feedback about the nature of the concerns
- Give the employee the opportunity to comment on, challenge, explain and discuss the concerns, including any personal reasons why the employee might be experiencing performance concerns
- Invite the employee to a meeting to discuss the concerns in more detail and to discuss targets for improvement alongside a programme of support. The employee will be given at least 5 school days' notice of the meeting, and they may be accompanied by a companion.

b. At the meeting, in consultation with the employee, a performance improvement plan with support will be developed and such plan will include the following:

- Details of the support to be offered (e.g. coaching, mentoring, training, in-class support (where applicable), shadowing, structured observations (where applicable), visits to other colleagues to observe their work)
- Clear information about how progress will be monitored, when progress will be reviewed, what the criteria for success will be and when it is expected that the period of monitoring will come to an end
- Clear information about the implications if insufficient improvement is made.

c. In informal support, the length of any period of monitoring will depend on the circumstances of the individual case but will be reasonable and proportionate and will usually be for between 4 to 8 school weeks. Any period of monitoring will provide sufficient opportunity for improvement to take place. The length of any period of monitoring will depend on the concerns raised in relation to the employee's performance, the nature of any support and training required, and the time required in the circumstances to establish whether performance has improved.

d. During the period of monitoring, we will provide support with a view to improving performance, and regular feedback will be given. Clear expectations will be set, high-quality written feedback will be given and the support provided will be well-articulated. Those providing support will use their professional judgement at all times.

e. If at any point during the period of monitoring adjustments need to be made either to the support offered or the length of time during which the employee's performance will be monitored, these will be discussed with the employee and will be clearly documented. For the avoidance of doubt, the period of monitoring can be shortened or extended, and the employee may be accompanied by a companion to any meeting.

f. At the end of the period of monitoring or any extended period of monitoring (if appropriate), the employee will be invited to a meeting to discuss whether or not sufficient progress has been made. The employee will be given at least 5 school days' notice of the meeting, and they may be accompanied by a companion.

g. If the employee has made sufficient improvement they will be informed of this at the meeting, and this will be confirmed in writing. At this point informal support will end.

h. If the employee has not made sufficient improvement they will be informed of this at the meeting. The reasons for the lack of improvement will be discussed at the meeting and following this meeting the employee will be informed in writing that the informal support monitoring period has come to an end and that the employee is moving to formal capability.

i. Where concerns which are substantially similar re-emerge within a reasonable period following the conclusion of informal support, one or more additional shortened and focused periods of informal support may be deemed to be appropriate. Where improvement is not secured and sustained during any further period of informal support, a decision may be made to move to formal capability.

j. There is no right of appeal against a decision to extend any period of informal support monitoring, but there is a right of appeal if a decision is made to move to formal capability.

k. Where an employee who is subject to informal support is also responsible for appraising other employees, they will usually continue to do this unless the CEO, (or where the CEO is in receipt of informal support, the chair of the board), determines that this would not be appropriate.

l. In exceptional cases, it may not be appropriate in cases of serious capability to provide informal support. In such circumstances, the formal capability process will be invoked immediately. There is a right of appeal if a decision is made to move immediately to formal capability.

m. The receipt of informal support by an employee will not generally be referred to in any employment reference provided.

n. The appraisal and employee development process will continue during any periods of informal support.

3. Formal capability

Please see Appendix 1 which lists who will be responsible for each stage of the process where formal capability is invoked.

4. First formal capability meeting

a. When an employee enters formal capability, a capability manager will be appointed in accordance with Paragraph 3 above. The capability manager will write to the employee to invite them to a first formal capability meeting. The appraisal and employee development process will be paused at this point.

b. Employees will be given at least 5 school days' notice of the meeting, and they may be accompanied by a companion.

c. A performance report which will set out what aspects of the employee's performance are causing concern, what performance standards are expected (with reference to the employee's role, job description, any applicable professional standards and any relevant code of practice) and what support has been provided to achieve the required performance levels so far, will be provided with the meeting invitation.

d. Employees may bring any documentation that they wish to rely on to the first formal capability meeting, but they must provide copies of any documents that they wish to bring to the capability manager at least 2 school days prior to the first formal capability meeting.

e. At the first formal capability meeting there will be a discussion about the concerns identified and employees will have an opportunity to comment on, offer an explanation for and/or challenge the contents of the performance report. There will be an opportunity to discuss the support and guidance provided so far and what support and guidance may be required going forward. There will also be a discussion about how the employee's performance will be monitored and supported going forward.

f. At the end of the first formal capability meeting, having considered all of the points discussed, the capability manager may conclude that the employee's performance is satisfactory. That will be the end of the formal capability process, this outcome will be confirmed in writing and the appraisal and employee development process will recommence.

g. Alternatively, at the end of the first formal capability meeting, having considered all of the points discussed, the capability manager may conclude that the employee's performance is unsatisfactory.

h. If the capability manager concludes that the employee's performance is unsatisfactory the employee will be issued with a first capability notice and an improvement and support plan will be drawn up in discussion with the employee as soon as is reasonably practicable, but no later than 5 school days following the first formal capability meeting.

i. The improvement and support plan will:

- Detail the issues identified and set out why the employee's performance is unsatisfactory
- Give clear guidance on the improved sustainable standard of performance needed to exit formal capability
- Explain the support that will be provided
- Detail how performance will be monitored and supported
- State what period of time performance will be monitored for
- Identify a reasonable timetable for improvement
- Provide an anticipated date for the second formal capability meeting based on the length of the monitoring period
- State that failure to improve may lead to dismissal.

j. Performance will be monitored for at least 4 school weeks after the date of the improvement and support plan. During this time, regular reviews will be scheduled and the support provided will be adjusted if necessary, based on feedback. Any adjustments will be discussed with the employee and confirmed in writing.

k. The monitoring period can be extended at any time at the discretion of the capability manager for a further period of up to 12 school weeks by written notice to the employee.

l. Employees may appeal against a first capability notice within 5 school days of the date of the first capability notice. Appeals will not delay the monitoring of performance as set out in the improvement and support plan.

m. First capability notices will remain live for 12 months. If within that 12 month period the required standard of performance is not sustained by the employee, the capability manager will recommence formal capability at the stage it was previously concluded. Employees will be notified of this in writing. For the avoidance of doubt, at the end of the 12 month period, the first capability notice will be retained on an employee's records in accordance with our data retention policy although it will no longer be live and cannot be used as part of this process.

n. Notes will be taken of all formal meetings and copies provided to the employee as soon as possible after the meeting has taken place.

5. Second formal capability meeting

a. If in accordance with Paragraph 4g above, the capability manager concludes that the employee's performance is unsatisfactory, a second formal capability meeting will take place on the date set out in the improvement and support plan or such other date as is determined based on the length of any period of monitoring. The capability manager will update the performance report referred to in Paragraph 4c above and send it to the employee along with an invitation to the second formal capability meeting at least 5 school days prior to the meeting. The updated performance report will provide a detailed assessment of the employee's performance during the time that it has been monitored, information about the support that has been provided and an evaluation of the employee's performance at the end of the period of monitoring.

b. Employees may bring any documentation that they wish to rely on to the second formal capability meeting, but they must provide copies of any documents that they wish to bring to the capability manager at least 2 school days prior to the meeting. Employees may be accompanied by a companion.

c. At the second formal capability meeting there will be a discussion about the issues identified and employees will have an opportunity to comment on, offer an explanation for and/or challenge the contents of the updated performance report. There will be an opportunity to discuss the support and guidance provided so far and what support and guidance may be required going forward. There will also be a discussion about how the employee's performance will be monitored and supported going forward.

d. At the end of the second formal capability meeting, having considered all of the points discussed, the capability manager may conclude that the employee's performance is satisfactory. That will be the end of the formal capability process, this outcome will be confirmed in writing and the appraisal and employee development process will recommence. If the required standard of performance is not sustained during the period of the first capability notice, the capability manager will recommence formal capability at the stage it was previously concluded, and the employee will be notified of this in writing.

e. Alternatively, at the end of the second formal capability meeting, having considered all of the points discussed, the capability manager may conclude that the employee's performance is unsatisfactory.

f. If the capability manager determines that the employee's performance is unsatisfactory at the end of the second formal capability meeting the employee will be issued with a final capability notice setting a further monitoring period of 4 school weeks.

g. At the end of the further monitoring period there will be a final formal capability meeting one of the outcomes of which may be dismissal.

h. Employees may appeal against a final capability notice within 5 school days of the date of the final capability notice. Appeals will not delay the monitoring of performance as set out in Paragraph f above.

i. Final capability notices will remain live for 12 months. If within that 12 month period the required standard of performance is not sustained by the employee, the capability manager will recommence formal capability at the stage it was previously concluded. Employees will be notified of this in writing. For the avoidance of doubt, at the end of the 12 month period, the final capability notice will be retained on an employee's records in accordance with our data retention policy although it will no longer be live and cannot be used as part of this process.

j. Notes will be taken of all formal meetings and copies provided to the employee as soon as possible after the meeting has taken place.

6. Final formal capability meeting

a. If in accordance with Paragraph 5e above, the capability manager determines that the employee's performance is unsatisfactory at the end of the second formal capability meeting, a final period of monitoring will take place and then a final capability manager will be appointed in accordance with Paragraph 3. The final capability manager will send the employee a final performance report along with an invitation to a final formal capability meeting at least 10 school days prior to the meeting. The final performance report will provide a detailed assessment of the employee's performance during the time that it has been monitored, information about the support that has been provided and an evaluation of the employee's performance at the end of the final period of monitoring set out in Paragraph 5f above.

b. Employees may bring any documentation that they wish to rely on to the final formal capability meeting, but they must provide copies of any documents that they wish to bring to the final capability manager at least 2 school days prior to the meeting. Employees may be accompanied by a companion.

c. At the final capability meeting there will be a discussion about the concerns identified and employees will have an opportunity to comment on, offer an explanation for and/or challenge the contents of the final performance report.

d. At the end of the final formal capability meeting, having considered all of the points discussed, the final capability manager may conclude that the employee's performance is satisfactory. That will be the end of the formal capability process, this outcome will be confirmed in writing and the appraisal and employee development process will recommence. If the required standard of performance is not sustained during the period of the final capability notice, the final capability manager will recommence formal

capability at the stage it was previously concluded, and the employee will be notified of this in writing.

e. Alternatively, at the end of the final formal capability meeting, having considered all of the points discussed, the final capability manager may conclude that the employee's performance is unsatisfactory, and a recommendation will be made that the employee is dismissed. Steps will then be taken to terminate the employee's employment with notice.

f. Where a decision to dismiss is made, alternative sanctions may be considered, for example, redeployment, or demotion to a lower graded role, by mutual agreement. Alternative employment in these circumstances does not have to be on equivalent terms and conditions to the current post and protection of salary will not apply.

g. The board of directors will not review the final capability manager's decision in order to ensure that an appeal panel can be convened if necessary.

h. Employees may appeal against a decision to dismiss within 10 school days of the date of the notice of termination.

i. An appeal will not delay the commencement of the notice period.

k. In the event that an employee's employment is terminated, if the contract contains a garden leave clause that clause may be exercised so that the employee is not required to attend work during the notice period but remains employed and so bound by the terms of their contract of employment until the expiry of the notice period. If the contract contains a payment in lieu of notice clause that clause may be exercised to bring the contract to an end with immediate effect.

l. Notes will be taken of all formal meetings and copies provided to the employee as soon as possible after the meeting has taken place.

7. Appeals

a. Employees have a right of appeal at the points in the process detailed above.

b. Appeals should be made in writing to the HR Director.

c. Appeal letters must set out the grounds of appeal in detail. Grounds may be that the action taken was unfair, that this policy was applied defectively or unfairly, that new evidence has come to light, or that the relevant sanction was overly harsh in all the circumstances.

d. An appeal meeting will normally be held within 20 school days of an appeal letter being received and employees will be given at least 10 school days' notice of the date of the meeting. Employees may be accompanied by a companion at appeal meetings.

e. At the same time as providing notice of the meeting, the appeal manager will provide information about what evidence will be relied upon at the appeal meeting. If written evidence is going to be relied upon a copy will be provided to the employee and if oral evidence is going to be relied upon the employee will be told who will be giving that oral evidence.

f. Employees may bring any documentation that they wish to rely on to an appeal meeting, but they must provide copies of any documents that they wish to bring to the appeal manager at least 2 school days prior to the appeal meeting. If employees wish to rely on oral evidence, they must provide details of the individuals who will be providing that oral evidence at least 2 school days prior to the appeal meeting.

g. Employees will be given an opportunity to comment on the evidence provided during the appeal meeting. The appeal manager will consider the evidence provided by the employee

and by the capability manager or final capability manager (as appropriate) in order to determine whether the relevant decision was fair and reasonable.

h. The outcome of the appeal meeting will be provided to the employee within 5 school days of the appeal meeting.

i. The decision of the appeal manager is final and there is no further right of appeal.

j. The potential outcomes of an appeal are that:

- The decision of the capability manager or final capability manager is upheld
- The appeal is upheld, the decision of the capability manager or final capability manager is overturned and the matter is referred back to them with instructions as to the action that should be taken.

k. If an appeal against dismissal is successful, the employee will be reinstated with no break in continuous service.

l. Information relating to employees who have been subject to the formal capability process will be disclosed to potential new employers if there is a statutory basis for disclosing such information.

m. Notes will be taken of all appeal meetings and copies provided to the employee as soon as possible after the meeting has taken place.

8. Companions

a. If an employee wishes to be accompanied by a companion they must let the person convening the meeting know the identity of the companion at least 1 school day before the meeting.

b. Where a companion attends a meeting, they can address the meeting in order to:

- put the case
- sum up the case
- respond on behalf of the employee to any view expressed
- ask questions on behalf of the employee.

c. Companions can also confer with the employee.

d. A companion has no right to:

- answer questions on the employee's behalf
- address the meeting if the employee does not wish it
- prevent the employee from explaining their case.

e. A companion can be a willing work colleague not involved in the capability process relating to the employee, a trade union official, an accredited representative of a trade union, or a representative of any professional association of which the employee is a member. Employees may also bring a companion or helper to any meeting where this is necessary because the employee requires a reasonable adjustment.

f. Where the employee has identified their companion and the companion has confirmed in writing that they cannot attend the date or time set for a meeting, the meeting will be postponed for a period not in excess of 5 school days from the date set to a date and time agreed with the companion. Should the companion subsequently be unable to attend the rearranged date, the meeting may be held in their absence or written representations will be accepted.

9. Timing of meetings

The aim is that meetings will be held at mutually convenient times but depending on the circumstances, meetings may:

- need to be held when an employee is timetabled to teach or timetabled to work (in which case cover will be arranged)
- exceptionally be held after the end of the school day, including in directed time
- in exceptional circumstances need to be held on days on which the employee would not ordinarily work (and only with the agreement of the employee)
- be extended by agreement between the parties if the time limits cannot be met for any justifiable reason.

10. Failure to attend meetings

If the employee fails to attend meetings they can be held in their absence.

11. Venue for meetings

Any meeting held under this policy may be held off school premises to minimise any distress for the employee.

12. Assistance

In all cases involving any sanction in relation to any senior leader (including, for the avoidance of doubt, the CEO, any headteacher / principal / head of school / executive headteacher or equivalent or their deputies) or to the potential or actual dismissal of any other member of staff, the Diocesan Schools Commission may send a representative to advise the capability manager, final capability manager or appeal manager.

Where timescales are set out in this policy the terms "school day" and "school week" have been used. For staff who work all year round, it may be necessary to use working days and working weeks rather than school days and school weeks in order to ensure that the process is completed as soon as possible. If working days and working weeks are to be used the employee will be informed that this is the case.

This policy will be reviewed as required and employees will be consulted before any revised policy is adopted.

"Be servants of the world of education, choreographers of hope, tireless seekers of wisdom, credible creators of expressions of beauty"[15]

[15] *Drawing New Maps of Hope, Apostolic Letter, Pope Leo XIV (27 October 2025)*

APPENDIX 1

Role	Capability Manager	Final Capability Manager	Appeal Manager - Written Warnings	Appeal Manager - Dismissal
CEO	Chair of the board of directors	A panel of directors appointed by the chair of the board of directors	A panel of directors appointed by the chair of the board of directors	A panel of directors appointed by the chair of the board of directors
Other executives including members of the central team	The CEO or a person appointed by the CEO	A panel appointed by the chair of the board of directors	A director or the CEO if the CEO is not the capability manager	A panel appointed by the chair of the board of directors
Headteacher / principal / head of school / executive headteacher or equivalent	The CEO or a person appointed by the CEO	A panel appointed by the relevant local or regional governance body or committee as determined by the chair of the board of directors in consultation with the CEO	A director or the CEO if the CEO is not the capability manager	A panel appointed by the chair of the board of directors
Teachers (including senior school leaders, for example deputy and assistant heads)	A headteacher	A panel appointed by the relevant local or regional governance body or committee as determined by the board of directors in consultation with the CEO	The CEO	A panel appointed by the chair of the board of directors

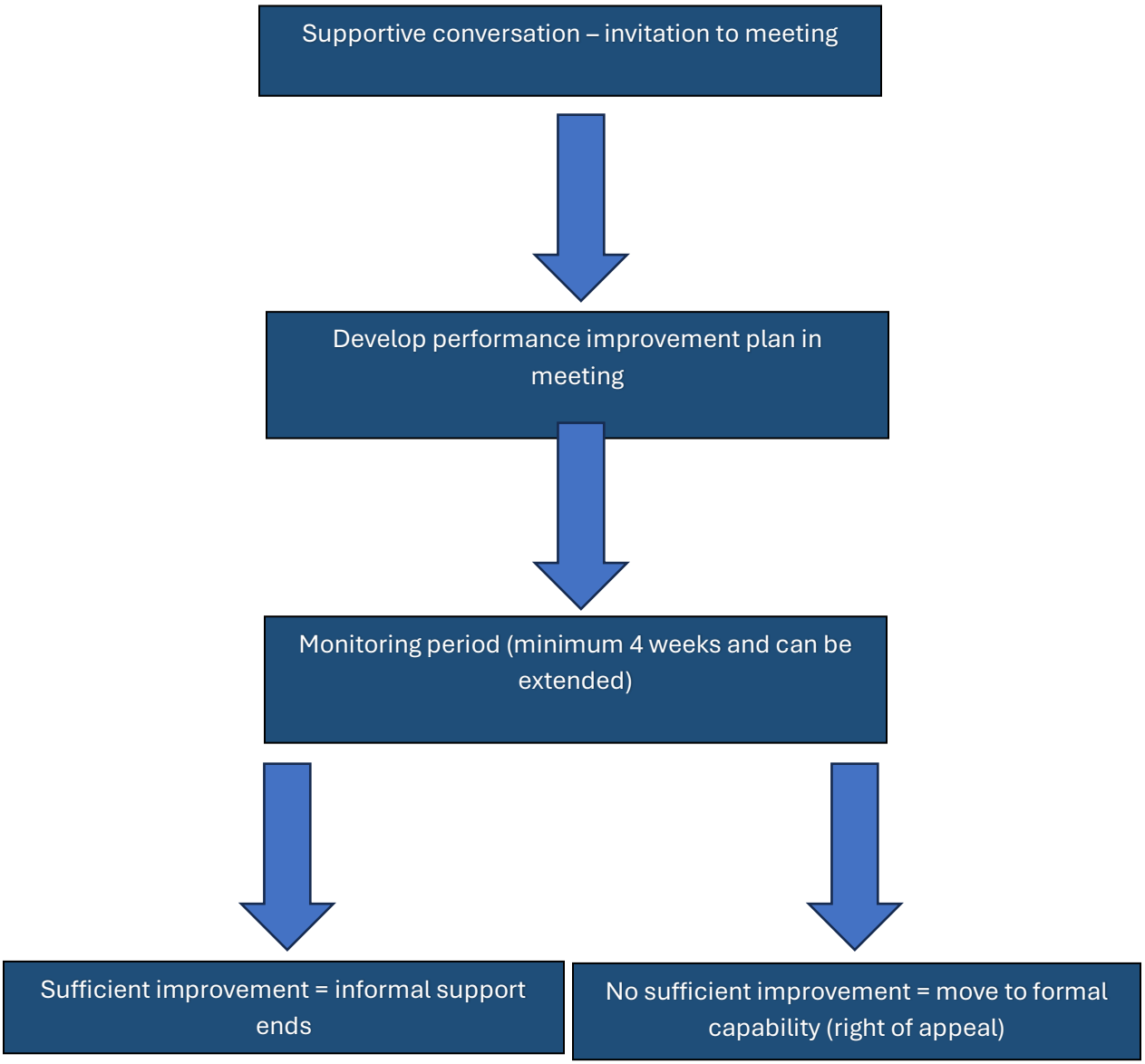
Role	Capability Manager	Final Capability Manager	Appeal Manager - Written Warnings	Appeal Manager - Dismissal
Support staff and other employees (excluding members of the central team)	A headteacher or a sufficiently senior member of staff appointed by a headteacher	A panel appointed by the relevant local or regional governance body or committee as determined by the board of directors in consultation with the CEO	The CEO	A panel appointed by the chair of the board of directors

Panels

a. Panels shall comprise three non-staff directors/governors not previously involved in the matter and shall not comprise the chair.
b. Panels shall comprise of a majority of foundation directors/governors.
c. In the event that there are insufficient numbers of directors/governors available to participate in a panel, associate members may be appointed solely to participate in the appropriate panel on the recommendation of the Diocesan Schools Commission.

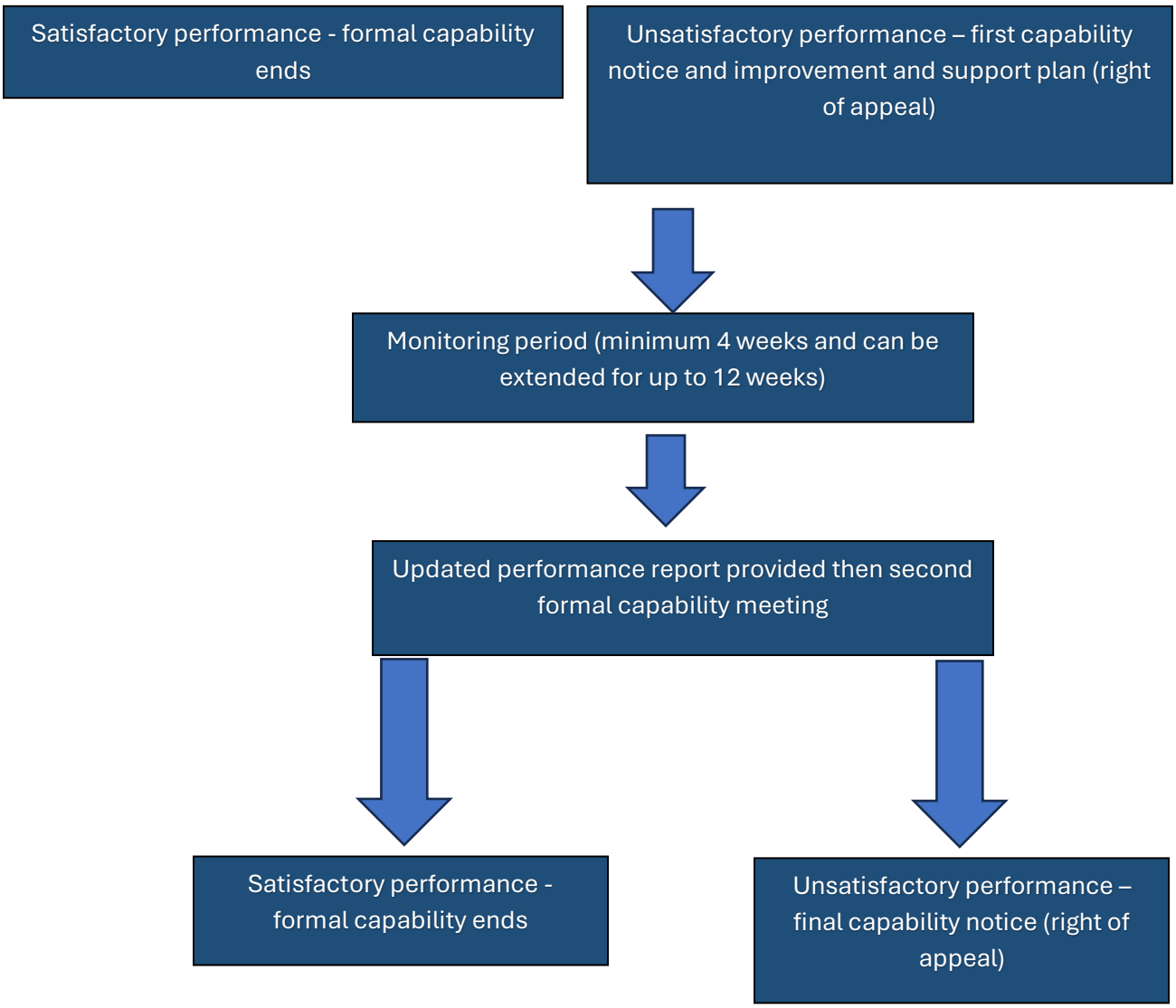
Appendix 2 – Flowcharts

Informal support

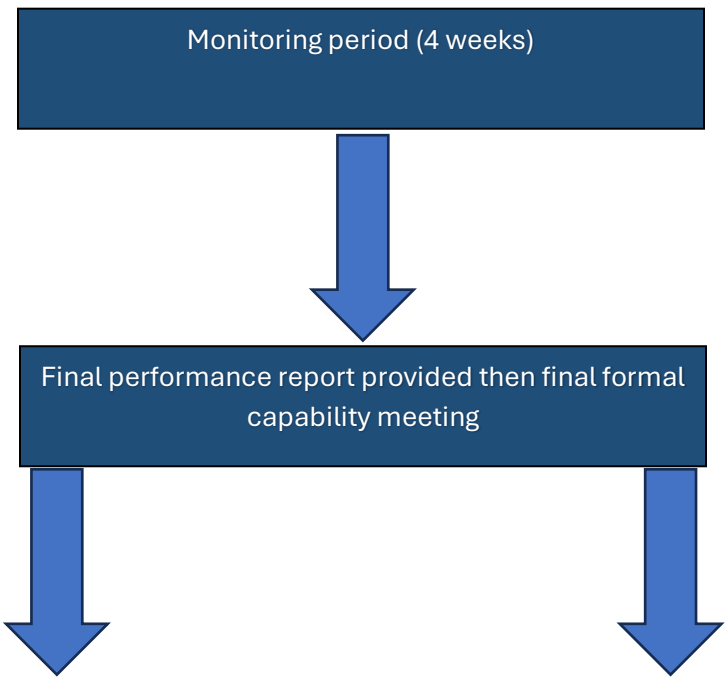


Formal Capability





Formal Capability (continued)



Satisfactory performance - formal capability ends

Unsatisfactory performance – recommendation to dismiss (right of appeal)

LONE WORKER POLICY

1. Role of the Local Governing Body

1.1. The Local Governing Body has:

1.1.1. appointed a member of staff to be responsible for Health and Safety and to undertake risk assessments on lone working;

1.1.2. delegated powers and responsibilities to the CEO / Principal / Head Teacher to ensure all Trust personnel and stakeholders are aware of and comply with this policy;

1.1.3. responsibility for ensuring that the Trust complies with all equality legislation;

1.1.4. responsibility for ensuring funding is in place to support this policy;

1.1.5. responsibility for ensuring this policy and all policies are maintained and updated regularly;

1.1.6. responsibility for ensuring all policies are made available to parents;

1.1.7. nominated a link governor to visit the local academy regularly, to liaise with the Head Teacher and the coordinator and to report back to the Local Governing Body;

1.1.8. responsibility for the effective implementation, monitoring and evaluation of this policy

2. Role of the CEO / Principal / Head Teacher

2.1. The CEO / Principal / Head Teacher will:

2.1.1. ensure all Trust personnel are aware of and comply with this policy;

2.1.2. set clear safe system procedures for all Trust personnel when working alone;

2.1.3. encourage Trust personnel not to work alone but with a colleague(s);

2.1.4. work closely with the link governor and coordinator;

2.1.5. provide leadership and vision in respect of equality;

2.1.6. provide guidance, support and training to all staff;

2.1.7. monitor the effectiveness of this policy;

2.1.8. annually report to the Local Governing Body on the success and development of this policy

3. Role of the Health and Safety Coordinator

3.1. The coordinator will:

3.1.1. lead the development of this policy throughout the Trust;

3.1.2. work closely with the CEO / Principal / Head Teacher and the nominated local governor;

3.1.3. provide guidance and support to all staff;

3.1.4. provide training for all staff on induction and when the need arises;

3.1.5. keep up to date with new developments and resources;

3.1.6. review and monitor;

3.1.7. report to the GB on the success and development of this policy

3.2. When carrying out risk assessments the coordinator will consider the following:

3.2.1. the location of the workplace

3.2.2. lines of communication

3.2.3. the possibility of violence or aggression from others

3.2.4. the risks of the work being done (such as working at height, chemicals, equipment, access and egress)

3.2.5. the health and fitness of the lone worker/s

3.2.6. the need for training and instruction

3.2.7. supervision of the lone worker/s

3.2.8. dealing with unexpected illness, accidents, or emergencies

3.3. The following control measures must be considered:

3.3.1. instruction, training and supervision

3.3.2. communication

3.3.3. security

3.3.4. accident prevention

3.3.5. first aid

3.3.6. access to buildings

3.3.7. personal assault

3.3.8. medical fitness

4. Role of Trust Personnel

4.1. Trust personnel will:

4.1.1. comply with all the afore mentioned aspects of this policy;

4.1.2. carry out their duties in accordance with the Safety Policy;

4.1.3. take reasonable care of themselves and others whilst at work;

4.1.4. recognise the hazards and risks involved by working alone by:

4.1.4.1. attending training and information sessions;

4.1.4.2. following the safe working procedures such as first aid, communication procedures and emergency procedures;

4.1.4.3. complying with the safe working procedures;

4.1.4.4. reporting any concern they have;

4.1.4.5. implement the Trust's Equal Opportunities Policy;

4.1.4.6. report and deal with all incidents of discrimination;

4.1.4.7. attend appropriate training sessions on equality;

4.1.4.8. report any concerns they have on any aspect of the community

5. Safe System Procedures

5.1. All Trust personnel are asked to follow the safe system for lone workers:

5.1.1. To inform the Head Teacher via text if they will be working alone and when they leave the Trust or academy premises.

5.1.2. To inform someone close to them where they are and when they will be home.

5.1.3. To avoid situations that put themselves at risk.

5.1.4. To avoid meeting anyone alone if there is a possibility of aggression or violence.

5.1.5. To have the Trust mobile phone or personal mobile with them.

5.1.6. To have a list of contact telephone numbers in case of an emergency.

5.1.7. To ensure the main door is locked.

5.1.8. To have a torch with them in a case of a power cut if appropriate.

5.1.9. To park in a well-lit area close to the main door.

5.1.10. To know where they can access a first aid kit within the Trust building.

5.1.11. To be trained in first aid.

5.1.12. To ensure that the work they are doing does not involve working at height and lifting heavy goods.

5.1.13. In the event of a request from the member of the public to use the defibrillator away from the Trust or academy buildings or grounds, that two members of staff go offsite together where at all possible.

6. Role of the Nominated Local Governor

6.1. The Nominated Local Governor will:

6.1.1. work closely with the CEO / Principal / Head Teacher and the coordinator in the management of this policy;

6.1.2. attend appropriate training related to this policy;

6.1.3. ensure this policy and other linked policies are up to date;

6.1.4. ensure that everyone connected with the Trust is aware of this policy;

6.1.5. report to the Local Governing Body every term;

6.1.6. report to the Local Governing Body on the success and development of this policy

7. Raising Awareness of this Policy

7.1. We will raise awareness of this policy via:

7.1.1. the Staff Handbook

7.1.2. meetings with Trust personnel

8. Training

8.1. All Trust personnel:

8.1.1. have equal chances of training, career development and promotion

8.1.2. receive training related to this policy on induction which specifically covers:

8.1.2.1. Health & Safety

8.1.2.2. Risk Assessment

8.1.2.3. Safety Procedures

8.1.2.4. Trust Security

8.1.2.5. Personal Security

8.1.2.6. Medical & First Aid

8.1.2.7. Accidents and Emergencies

8.1.2.8. Working at Height

8.1.2.9. Fire Safety

8.1.2.10. Intruders

8.1.2.11. receive periodic training so that they are kept up to date with new information

8.1.2.12. receive equal opportunities training on induction

MANAGING UNACCEPTABLE BEHAVIOUR BY PARENTS AND VISITORS

1. Statement of Intent

1.1. The Trust encourages close links with parents and the community. It believes that students benefit when the relationship between home and academy is a positive one.

1.2. The vast majority of parents, carers and others visiting the Trust and/or its academies are keen to work with the Trust and are supportive of it. However, on the rare occasions when a negative attitude towards the Trust and/or its academies is expressed, this can result in aggression, verbal or physical abuse towards students at the Trust, members of staff or the wider trust community.

1.3. The Trust expects and requires its staff to behave professionally in these difficult situations and attempt to diffuse the situation where possible, seeking the involvement, as appropriate, of other colleagues. However, all staff have the right to work without fear of violence and abuse and the right, in an extreme case, of appropriate self-defence.

1.4. The Trust expects parents / carers and other visitors to behave in a reasonable way towards Trust staff and its students. This policy outlines the steps that will be taken where behaviour is unacceptable.

1.5. The Trust considers that aggressive, abusive or insulting behaviour or language from parents / carers or others visiting the Trust and/its academies presents a risk to staff or students. Unacceptable behaviour is such that makes a member of staff or student feel threatened. This can be through face-to-face contact, on the telephone or in written communication (including social media)

2. Behaviour

2.1. Below is a list of the types of behaviour that are considered serious and unacceptable and will not be tolerated. This is not an exhaustive list but seeks to provide illustrations of such behaviour:

2.1.1. Shouting at staff or students, either in person or over the telephone

2.1.2. Abusive and/or derogatory comments to students, staff, parents, carers or others visiting the Trust

2.1.3. Physically intimidating staff or students, e.g. invading their personal space by standing very close to them

2.1.4. The use of aggressive hand gestures

2.1.5. Threatening staff or students directly or indirectly, verbally, in writing, via social media or by some other method of communication

2.1.6. Shaking or holding a fist towards another person

2.1.7. Swearing at staff or students

2.1.8. Pushing

2.1.9. Actual physical violence or behaviour which provokes violence, e.g. hitting, slapping, punching and kicking

2.1.10. Spitting

2.1.11. Making discriminatory comments to staff or students, directly or indirectly, verbally, inwriting, via social media or by some other method of communication

2.1.12. Breaching the Trust's security procedures

2.1.13. Making vexatious and/or malicious statements pertaining to the Trust and/or its academies, its staff or students, directly or indirectly, verbally, in writing, on social media or by some other method of communication, with a view to intimidate, to cause harm and/or bring the reputation of the Trust, its staff or students into disrepute.

2.1.14. Any behaviour that is enough to make staff, students, parents, carers or visitors to the Trust and/or its academies feel threatened.

2.2. Unacceptable behaviour may result in the Police being informed of the incident.

3. Procedure

3.1. If a parent, carer or other visitor to the Trust or its academies, behaves in an unacceptable way towards a member of the Trust community, the CEO / Principal / Head Teacher will seek to resolve the situation through discussion and mediation. If necessary, the Trust's Complaints Procedure will be followed.

3.2. Where this approach may have failed to resolve the matter or where all procedures have been exhausted and the unacceptable behaviour continues, or where there is an extreme act of violence, aggression, racism or other serious breach, the CEO / Principal / Head Teacher may issue an immediate ban from the Trust's premises. The ban will be for a period of time and will be subject to review. In practice this means that the ban should be provisional until the parent, carer or other visitor has been given the opportunity to make formal representations. The ban may then be confirmed or removed.

3.3. In imposing a ban, the following steps will be taken:

3.3.1. The parent / carer / visitor will be informed in writing that they are banned from the premises, subject to review and what will happen if the ban is breached, e.g. that Police involvement or an injunction application may follow.

3.3.2. Where an assault has led to a ban, a statement indicating that the matter has been reported to the Police will be included.

3.3.3. The Chair of Governors will be informed of the ban.

3.3.4. Where appropriate, arrangements for students being delivered to and collected from the academy gate will be clarified.

3.4. The parent / carer / visitor may make representations against the ban within an agreed timeframe.

3.5. Where there may be an imminent risk to the safety and welfare of staff, students, parents, carers or visitors to the Trust premises or academy site by the parent / carer or visitor, the ban may be immediate. In practice this means that the ban should be provisional until parent/carer or visitor has been given the opportunity to make formal representations. The ban can then be confirmed or removed.

4. Trespass

4.1. Where a banned person attends the Trust's premises without authority to cause or permit a nuisance or disturbance, this may be regarded as a criminal offence under Section 547 of the Education Act 1996 Act.

4.2. The removal of a banned person may be effected by a police officer, or a person authorised by the Trust.

5. Conclusion

5.1. Students learn best when there is a positive relationship between home and the Trust. Whilst every effort will be made to work with parents and carers (and other visitors), this will only be possible where parents, carers (and other visitors) behave in an acceptable way.

5.2. Where behaviour is either unacceptable or poses a serious threat, it will not be possible to continue working with that parent, carer or other visitor and, as a last resort, legal action may be taken. The Trust will take action where behaviour is unacceptable or serious and breaches the home-school code of conduct, health and safety legislation or any other relevant rules.

MATERNITY POLICY

1. Introduction

1.1. The Trust recognises the need to retain the skills and services of its employees and will proceed on the basis that employees wish to return to work following the birth of their child.

2. No employee will suffer detriment, disadvantage, harassment or discrimination because of pregnancy, childbirth, maternity leave or the exercise of maternity rights

2.1. This policy applies to employees of the Trust only and outlines the rights and responsibilities of employees who are pregnant or have recently given birth and sets out the arrangements for pregnancy-related sickness, health and safety, and maternity leave. Arrangements for time off for antenatal appointments and to accompany a pregnant woman to antenatal appointments are set out in the Time off for Antenatal Appointments Policy.

2.2. This policy does not apply to agency workers or the self-employed. It does not form part of any employee's contract of employment with the Trust and is not intended to have contractual effect. It is provided to all employees for guidance only and reflects the Trust's current practices. Subject to minimum statutory requirements from time to time in force, the Trust reserves the right to vary and amend this policy and any procedure under it at any time and will notify all employees of the details of the change as soon as is reasonably practicable.

2.3. In some cases, you or your spouse, civil partner or partner may be eligible to opt into the shared parental leave scheme, which gives more flexibility to share the leave and pay available in the first year after birth. However, you must take a period of compulsory maternity leave first. Please refer to the Trust's Shared Parental Leave Policy for further information.

3. Entitlement to Maternity Leave

3.1. Regardless of your length of service with the Trust, or the number of hours that you work per week, if you comply with the notification requirements, you will be entitled to 52 weeks' maternity leave, comprising Ordinary Maternity Leave (**OML**) of 26 weeks and Additional Maternity Leave (**AML**) of a further 26 weeks immediately following OML.

3.2. Pregnant employees must take a period of compulsory maternity leave (at least 2 weeks) starting on the day their baby is born.

4. Notification of Pregnancy

4.1. You must inform the Trust as soon as possible that you are pregnant. This is important as there may be health and safety considerations.

4.2. Notification requirements vary according to whether you are employed in a Support staff role or in a Teaching role, as follows:

4.2.1. Support Staff

4.3. At least 28 days before your maternity absence commences, or as soon as reasonably practicable, you confirm in writing, or provide, the following information:

3.3.1.1. That you are pregnant;

3.3.1.2. The week, starting on a Sunday, in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**);

3.3.1.3. The date that you would like to start your maternity leave (**Intended Start Date**).

3.3.1.4. A certificate from a doctor or midwife (usually on a MAT B1 Form) confirming your Expected Week of Childbirth.

3.3.2. Teaching Staff

4.4. Before the end of the fifteenth week before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practicable, you must confirm in writing, or provide, the following information:

3.4.1.1. That you wish to wish to take a leave of absence due to maternity;

3.4.1.2. A certificate from a doctor or midwife (usually on a MAT B1 Form) confirming your Expected Week of Childbirth.

4.5. At least 21 days before you wish to start maternity leave, or as soon as reasonably practical, you must confirm in writing the following information:

4.5.1. That you are pregnant;

4.5.2. The week, starting on a Sunday, in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**);

4.5.3. The date that you would like to start your maternity leave (**Intended Start Date**).

4.6. Time Off for Ante-Natal Care

4.7. This section of the maternity policy applies to employees and agency workers only. It does not apply to self-employed contractors.

4.7.1. Arrangements for time off for antenatal care and to accompany a pregnant woman to antenatal appointments are set out in our Time off for Antenatal Care Policy. If you are an agency worker, the rights set out in this policy only apply to you once you have worked in the same role with us for at least 12 continuous weeks (which may include more than one assignment). For these purposes we will ignore any breaks due to holiday or other leave to which you are entitled, breaks due to workplace closure at Christmas and New Year, any breaks due to industrial action, breaks of up to 28 weeks in cases of sickness or jury service, and breaks of up to six weeks for any other reason. The Trust will treat breaks due to pregnancy or childbirth up to 26 weeks after birth, and any statutory maternity, paternity or adoption leave, as time worked.

5. Sickness During Pregnancy

5.1. Periods of pregnancy-related sickness absence shall be paid in accordance with the Trust's normal sickness and absence policy in the same manner as any other sickness absence.

5.2. You should consult your individual contract of employment and the Trust's sickness absence policy and procedure for further information.

5.3. 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.

5.4. If you are absent for a pregnancy-related reason during the six weeks before your EWC, your maternity leave will usually start automatically (see below for further information). If this happens, you must inform the Trust as soon as possible in writing.

6. Health and Safety Considerations

6.1. The Trust has a general duty to take care of your health and safety. Where required by law to do so, the Trust will carry out a risk assessment of your working environment once you have informed it of your pregnancy. The trust may also carry out a risk assessment if you return to work within six months of giving birth or are still breastfeeding. The earlier you notify the Trust of your circumstances the sooner it can carry out the required risk assessment, so it is to your advantage to notify the Trust as soon as possible.

6.2. The Trust 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.

6.3. If the Trust considers that, as a new or expectant mother, you would be exposed to health hazards in carrying out your normal work, it will take such steps as are necessary (and for as long as is necessary) to avoid those risks. This may involve:

6.3.1. changing your working conditions or hours of work;

6.3.2. offering you suitable alternative work on terms and conditions that are the same or not substantially less favourable; or

6.3.3. suspending you from duties, which will be on full pay unless you have unreasonably refused suitable alternative work.

7. Starting Maternity Leave

7.1. The earliest date you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).

7.2. You must notify the Trust of your Intended Start Date in accordance with this policy.

7.3. Once your notification is received, the Trust will write to you within 28 days to inform you of the date that your maternity leave entitlement will end if you take the full 52 weeks (**Expected Return Date**).

7.4. You may amend your Intended Start Date by informing the Trust in writing at least 28 days before the original Intended Start Date or the new start date, whichever is earlier, or if that is not possible, as soon as reasonably practicable.

7.5. If you give birth before your Intended Start Date or are absent for a pregnancy-related reason during the 4 weeks immediately prior to your Expected Week of Childbirth, you must inform the Trust in writing as soon as reasonably practicable and notify it of the date on which you gave birth or the date on which your pregnancy-related absence began.

7.6. Your maternity leave shall start on the earlier of:

7.6.1. your Intended Start Date (if notified in accordance with this policy); or

7.6.2. the day after any day on which you are absent for a pregnancy-related reason during the four weeks before the Expected Week of Childbirth; or

7.6.3. the day after you give birth.

7.7. Shortly before your maternity leave starts, the Trust will discuss with you arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your maternity leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.

7.8. The law prohibits you from working during the two weeks following childbirth to protect your and your new baby's health, safety and welfare.

8. Terms and Conditions of Employment During OML and AML

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

8.2. In particular:

8.2.1. benefits in kind such as use of the Trust's sporting and leisure facilities as applicable shall continue;

8.2.2. annual leave entitlement under your contract shall continue to accrue (see below); and

8.2.3. pension benefits shall continue (see below).

8.2.4. Salary sacrifice schemes may or may not apply during the whole period of maternity leave. Please seek further details with regards to the specific terms of the scheme.

9. Annual Leave Entitlements During Maternity Leave

9.1. During OML and AML your statutory entitlement to paid annual leave will accrue at the rate provided under your contract of employment.

9.2. Annual leave entitlement cannot usually be carried over from one holiday year to the next and employees are normally required to take their holiday entitlement within the holiday year in which it accrues or forfeit any accrued but untaken holiday entitlement at the end of the holiday year.

9.3. The Trust recognises that this may operate in such a way as to unfairly disadvantage employees who elect to take the maximum statutory entitlement to maternity leave. As such, special exceptions apply in the case of maternity leave.

9.4. The CEO / Principal / Head Teacher or academy Business Manager will usually hold an informal meeting to discuss the best way to manage your holiday entitlement during your proposed period of maternity leave as soon as possible after notification of your intended start date. The options to be considered with you may include:

9.4.1. Arrangement to take the period of holiday entitlement that you would have accrued but been unable to take during that holiday year by reason of proposed maternity leave prior to the commencement of maternity leave;

9.4.2. Arrangement to allow for an exceptional carry-over of such holiday entitlement to the following year to be taken at such time or times as the Trust's operational needs and requirements dictate;

9.4.3. Discussion regarding the possibility of changing the Intended Start Date of your maternity leave voluntarily to enable you to take your holiday entitlement prior to commencing your maternity leave. If you wish to choose this option, you will be required to submit notification of intention to delay the start of your maternity leave within 28 days of the original Intended Start Date;

9.4.4. Discussion regarding the possibility of voluntarily changing your Expected Return Date by substituting days of AML which are unremunerated for holiday days which will be paid at your normal rate of pay. If you wish to choose this option, you will be required to submit notification of intention to alter your Expected Return Date.

9.5. The Trust must consider the alternatives with you have regard to its operational requirements, needs and demands throughout the academic term to ensure that a mutually satisfactory arrangement can be reached.

10. Pension Entitlement During Maternity Leave

10.1. During OML and any further period of paid maternity leave, the Trust will continue to make any employer contributions that it usually makes into the Teachers' Pension Scheme or the Local Government Pension Scheme, if applicable, based on the relevant terms of the Scheme. If you wish to increase your contributions to make up any shortfall from those based on your normal salary, then please contact the relevant Pensions Administrator directly.

10.2. During unpaid AML and any additional unpaid maternity leave the Trust will not make any payments into the Teachers' Pension scheme or the Local Government Pension Scheme and the time shall not count as pensionable service. You do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date. If pension contributions are not paid during the unpaid period of maternity leave, this period will not count in the calculation of pensionable service.

11. Redundancy During Maternity Leave

11.1. In the event that your post is affected by a redundancy situation occurring during your maternity leave, the Trust shall write to you to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

11.2. Where a redundancy situation arises, you shall be given first refusal on any suitable alternative employment that is appropriate to your skills:

- whilst you are on maternity leave; or
- from the day you inform us of your pregnancy where this is on or after 6th April 2024, until 18 months from either the first day of your EWC or the exact date of birth (where you notified us of this before the end of your maternity leave) provided your statutory maternity leave ends on or after 6th April 2024.

12. Statutory Maternity Pay

12.1. Statutory maternity pay (**SMP**) is payable for up to 39 weeks. SMP will stop being payable if you return to work (excluding keeping in touch or KIT days as set out below).

12.2. You are entitled to SMP if:

12.2.1. you have been continuously employed by the Trust for at least 26 weeks at the end of your Qualifying Week and are still employed by us during that week;

12.2.2. your average weekly earnings during the eight weeks ending with the Qualifying Week (the **Relevant Period**) are not less than the lower earnings limit set by the Government;

12.2.3. you provide the Trust with a doctor's or midwife's certificate (MAT B1 form) stating your Expected Week of Childbirth;

12.2.4. you give at least 28 days' notice (or, if that is not possible, as much notice as you can) of when you intend SMP to start; and

12.2.5. you are still pregnant 11 weeks before the start of the Expected Week of Childbirth or have already given birth and are absent due to maternity leave.

12.3. SMP is calculated as follows:

12.3.1. First six weeks: SMP is paid at the **Earnings-Related Rate** of 90% of your average weekly earnings with no upper limit calculated over the Relevant Period;

12.3.2. Remaining 33 weeks: SMP is paid at the **Prescribed Rate** which is set by the Government for the relevant tax year, or the Earnings-Related Rate if this is lower. The Prescribed Rate is updated annually in April. You should contact the CEO / Principal / Head Teacher ’s P.A. for details of the rate that will be applicable to you.

12.4. 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.

12.5. 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:

12.5.1. the week following the week in which employment ends; or

12.5.2. the eleventh week before the Expected Week of Childbirth.

12.6. 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.

12.7. The Trust 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.

13. Maternity Allowance

13.1. If you do not qualify for Statutory Maternity Pay you may be entitled to Maternity Allowance for up to 39 weeks. To qualify, you must have been employed or self-employed for 26 weeks out of the 66 weeks before the Expected Week of Childbirth.

14. Occupational Maternity Pay Scheme

14.1. Support Staff

14.1.1. Support Staff who have less than 1 year's continuous local government service or service with the Trust at the beginning of the **11th week** before the Expected Week of Childbirth shall be entitled to SMP only, if they meet the qualifying conditions.

14.1.2. Support Staff who have at least 1 year's continuous local government service or service with the Trust at the beginning of the **11th week** before the Expected Week of Childbirth shall be entitled to Occupational Maternity Pay (OMP) as set out in the National Agreement on Pay and Conditions of Service (otherwise known as the 'Green Book').

14.1.3. Support staff have a requirement to notify the Trust in writing, of their intention to return to their job for at least 3 months as a qualifying condition to OMP. In the event of the support staff member not being available, or being unable, to return to their job for the required period, they shall repay such sum after the first six weeks' payment as the Trust, at its discretion may decide. Payments made by way of SMP are not refundable.

OMP for Support Staff

For the first six weeks of absence:	90% of weekly pay offset by any payments made by way of SMP or Maternity Allowance (MA).
For the seventh to eighteenth week of absence inclusive (where the employee has declared in writing of their intention to return to work) * *where the employee will return for not less than 3 months	50% of weekly pay without deduction, unless combined wage and SMP (or MA if not eligible for SMP) exceeds full pay. Alternatively, the equivalent amount (6 weeks' pay) may be paid on any other mutually agreed distribution.
For the nineteenth to thirty-ninth week of absence, or seventh to thirty-ninth week where the employee does not intend to return to work:	SMP or MA (provided they are eligible based on their earnings).
For the fortieth to fifty-second week of absence:	No entitlement to pay.

(N.B. If the baby dies or is stillborn after 24 weeks' pregnancy the maternity scheme outlined above will still apply.)

14.2. Teaching Staff

14.2.1. Teaching Staff who have at least 26 weeks continuous employment and at least 1 year's continuous local government service with one or more local education authorities or service with the Trust at the beginning of the **11th week** before the Expected Week of Childbirth shall be entitled to Occupational Maternity Pay (OMP) inclusive of SMP (as set out in the 'Burgundy Book').

14.2.2. Teaching Staff who have less than 26 weeks continuous employment at the beginning of the **11th** week before the Expected Week of Childbirth, but more than 1 year's continuous local government service with one or more local education authorities or service with the Trust at the beginning of the **11th week** before the Expected Week of Childbirth shall be entitled to OMP but they will not be entitled to SMP. However, they may be entitled to be paid OMP inclusive of Maternity Allowance (MA) depending on their earnings.

14.2.3. Teaching staff who have at least 26 weeks continuous employment with the Trust but less than 1 year's continuous local government service with one of more local education authorities will be entitled to SMP only, depending upon their earnings and them meeting the qualifying conditions.

14.2.4. Teaching staff have an obligation to return to their job for at least 13 weeks (including periods of Trust closure) as a qualifying condition of OMP. Where the Trust agrees for a full-time teacher to return to work on a part-time basis, the teacher has an obligation to return to their job for a period which equates to 13 weeks of full-time service. Where the Trust agrees for a part-time teacher to return to work on a different part-time basis, the teacher has an obligation to return to work for a period which equates to 13 weeks of part-time service under their previous working arrangement.

14.2.5. In the event of the teacher not being available, or being unable, to return to their job for the required period, they shall repay such sum after the first six weeks' payment as the Trust, at its discretion may decide. Payments made by way of SMP are not refundable.

OMP for Teaching Staff

First 4 weeks of absence:	Full pay, offset against payments made by way of SMP or MA.
5th and 6th week of absence:	90% of weekly pay offset against payments made by way of SMP or MA, if not eligible for SMP.
7th to 18th week of absence:	50% of pay without deductions plus SMP or MA (provided this combined payment does not exceed full pay).
19th to 39th week of absence:	SMP or MA.
40th to 52nd week of absence:	No entitlement to pay.

(N.B. if the baby dies or is stillborn after 24 weeks' pregnancy the maternity scheme outlined above will still apply.)

15. Keeping in Touch During Maternity Leave

15.1. Before your maternity leave starts, the Trust will discuss with you the arrangements for covering your work and opportunities for you to remain in contact during your leave.

15.2. The Trust may make reasonable contact with you from time to time during your maternity leave. This might be to discuss arrangements for your return to work, to update you on any significant changes in the workplace whilst you have been away or to discuss any training needs you may have.

15.3. The Trust may agree to you working (including attending training) for up to 10 normal working days during your maternity leave, without bringing your maternity leave or maternity pay to an end. These days are called Keeping in Touch Days or KIT days.

15.4. The arrangements for any KIT days, including pay, would be set by agreement with the CEO / Principal / Head Teacher or academy Business Manager but you will usually be paid at your normal basic rate of pay, inclusive of any maternity pay entitlement. Alternatively, the CEO / Principal / Head Teacher or academy Business Manager may agree to you receiving the equivalent time off in lieu.

15.5. You are not obliged to undertake any such work during maternity leave. In any case, you must not work in the two weeks following birth and KIT days may not therefore be arranged during that time.

16. Your Expected Return Date

16.1. Once you have notified us in writing of your Intended Start Date, the Trust shall send you a letter within 28 days to inform you of your Expected Return Date.

16.2. If your start date has been changed (either because you gave notice to change it, or because maternity leave started early due to illness or premature childbirth) the Trust shall write to you within 28 days of the new start of maternity leave with a revised Expected Return Date.

16.3. Shortly before you are due to return to work, the Trust may invite you to have a discussion (whether in person or by telephone) about the arrangements for your return to work with the CEO / Principal / Head Teacher or academy Business Manager.

16.4. This may include:

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

16.4.2. discussing any necessary training needs that you may have;

16.4.3. discussing any changes to working arrangements (flexible working).

17. Changing Your Expected Return Date

17.1. The Trust expects you to return on the Expected Return Date unless you tell it otherwise. It is helpful to confirm during your maternity leave that you will be returning to work as expected.

17.2. If you wish to return to work earlier than the Expected Return Date, you must give at least 21 days prior notice. It is helpful if you give this notice in writing.

17.3. If you give insufficient notice, the Trust may postpone your return date for up to 21 days

after you gave notice, or to the Expected Return Date if sooner.

17.4. Your maternity leave cannot last longer than 52 weeks. If you wish to return later than the Expected Return Date, you should either:

17.4.1. request unpaid parental leave in accordance with the Trust's parental leave policy, giving us as much notice as possible but not less than 21 days; or

17.4.2. request paid annual leave in accordance with your contract, which will be at the Trust's discretion.

17.5. If you are unable to return to work due to sickness or injury, this will be treated as sickness absence and the Trust's sickness policy will apply.

17.6. In any other case, late return will be treated as unauthorised absence and may depending on the circumstances result in disciplinary action in accordance with the Trust's Disciplinary Policy and Procedure.

17.7. In addition to the above requirements, non-teaching employees entitled to OMP are required to confirm in writing their intention to return to work for a period of at least 3 months following the end of maternity leave.

17.8. Teaching staff are under an obligation to return to their job for at least 13 weeks (including periods of Trust closure) as a qualifying condition of OMP.

17.9. Any non-teaching employee receiving OMP who does not return to work for at least three months may be required to repay all or a proportion of the OMP received. Where the Trust makes an employee redundant within the three-month period, the requirement to repay OMP shall not apply.

17.10. Teaching staff who are not available, or are unable, to return to their job for the required period, shall repay such sum after the first six weeks' payment as the Trust, at its discretion may decide. Payments made by way of SMP are not refundable.

18. Your Rights When you Return

18.1. You are normally entitled to return to work in the same position as you held before commencing leave. Your terms of employment shall be the same as they would have been if you had not been absent.

18.2. However, if you have taken any period of AML, or more than four weeks' parental leave, and it is not reasonably practicable for the Trust to allow you to return into the same position; it may provide you with another suitable and appropriate position on terms and conditions that are not less favourable.

19. Deciding Not to Return

19.1. If you do not intend to return to work, or are unsure, it is helpful if you discuss this with the CEO / Principal / Head Teacher or academy Business Manager as early as possible.

19.2. 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, you may be required to return to work for the remainder of your notice period.

19.3. Once you have given notice that you will not be returning to work, you cannot change your mind without the Trust's agreement and your contact of employment with the Trust will be terminated accordingly by reason of resignation.

19.4. A decision not to return to work does not affect your right to receive SMP.

20. Requests to Change Working Patterns on Return

20.1. The Trust 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. However, employees should note that there is no absolute right to insist on working part-time, only a statutory right to request flexible working.

20.2. The Trust 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. Employees should refer to the Trust's Flexible Working Policy for further information and practical guidance about making an application to work flexibly.

21. Switching to Shared Parental Leave

21.1. In some cases, you and your spouse, civil partner or partner may be eligible to opt into the shared parental leave scheme which gives you more flexibility to share the leave and pay available in the first year after birth. Your spouse, civil partner or partner should check with their employer that they are eligible.

21.2. You would need to give at least eight weeks' written notice to end your maternity leave and opt into shared parental leave. You can give this notice before or after the birth, but you must remain on maternity leave until at least two weeks after birth. You would then be able to share any remaining leave with your spouse, civil partner or partner. Please refer to the Trust's Shared Parental Leave Policy for further information.

MENOPAUSE AT WORK POLICY

This policy outlines guidance for the Trust to help provide staff with the right support to better manage menopausal, perimenopause and post-menopuase symptoms at work.

This policy does not form part of any employee's terms and conditions of employment and is not intended to have any contractual effect. The Trust reserves the right to amend this policy at any time. The Trust recognises that menopause, post-menopause and perimenopause may have a significant impact on an individual's physical and mental health and wellbeing. In some circumstances symptoms may amount to a disability under the Equality Act 2010 and appropriate support and reasonable adjustments may be required.

The menopause is a natural stage of life experienced by most women, although it may also affect trans, non-binary and intersex individuals. However, it remains a stigma or a taboo subject in many workplaces.

Nearly 3 out of 4 individuals experiencing menopausal symptoms are in work, and previous studies have shown that most are unwilling to discuss menopause-related health problems with their line manager and ask for the support or adjustments that they may need.

The menopausal transition need not be an awkward topic and it should not be regarded solely as a female issue. The Trust's aim is to create an inclusive working environment where employees feel confident to discuss the symptoms they are experiencing, how it may be affecting their personal and work life and discuss any practical adjustments that they may benefit from.

Whilst not every individual will suffer with their symptoms, supporting those who do may help improve their experience at work.

The Trust wants to enable everyone to understand what the menopause is and to encourage staff to openly talk about it, without embarrassment.

1. What is Menopause?

1.1. The menopause is defined as the biological stage when an individual stops menstruating and reaches the end of their natural reproductive life.

1.2. The menopause is a natural part of ageing that usually occurs between 45 and 55 years of age, as oestrogen levels decline. In the UK, the average age to reach the menopause is 51, but around 1 in 100 individuals experience the menopause before 40 years of age (known as premature menopause).

1.3. Before and after experiencing the menopause, individuals may experience perimenopause and post menopause, these are defined as:

1.3.1. **Perimenopause** refers to the time leading up the menopause, during which there is a natural transition into menopause, marking the end of an individual's reproductive years.

1.3.2. **Post menopause** is the time after menopause when an individual has not experienced a period for over a year. post menopause, an individual will no longer have periods but may continue to experience symptoms of menopause. As a result of lower levels of oestrogen, postmenopausal individuals are at an increased risk for several health conditions, such as osteoporosis and heart disease.

2. Symptoms of the Menopause

2.1. Individuals may experience a wide range of physical and psychological symptoms associated with the menopause transition; it is important to note that these symptoms may fluctuate and may be felt to varying degrees. Not everyone going through menopause will notice every symptom, or even need help or support but some may experience symptoms, which may be quite severe and have a significant impact on their everyday activities. Common symptoms include, but are not limited to:

2.1.1. hot flushes

2.1.2. difficulty sleeping and night sweats

2.1.3. feeling tired and lacking energy

2.1.4. psychological issues such as anxiety and/or depression, panic attacks, etc.

2.1.5. mood swings

2.1.6. problems with memory and poor concentration

2.1.7. headaches including migraines

2.1.8. recurrent urinary tract infections (UTIs)

2.1.9. palpitations

2.1.10. muscle and joint stiffness, aches and pains.

2.2. Menopausal symptoms can last for up to several years after the last period, although some people may experience them for much longer.

3. The 'Male Menopause'

3.1. When men reach their late 40s to early 50s, some may develop certain physical and psychological symptoms that may have a significant impact on their everyday activities.

3.2. The term ‘Male Menopause’ is often used to describe decreasing testosterone levels related to aging. However, aging-related hormone changes in women and men are different. In women, ovulation ends and hormone production decreased over a relatively short time (known as menopause). In men, production of testosterone and other hormones decline over a period of many years.

3.3. The gradual decline in testosterone levels is known as late-onset hypogonadism or age-related low testosterone. This may go unnoticed and there may be no symptoms. However, for some, there may be associated symptoms, but in many cases these are not specific to low testosterone and may be caused by a person’s age, medication or other medical conditions instead.

3.4. Sometimes a "midlife crisis" may be responsible for these symptoms; this can happen when men think they have reached life's halfway stage. Alternatively, it may be the result of lifestyle factors or psychological issues such as stress, anxiety or depression.

3.5. Men are equally encouraged to raise any concerns they have with their line manager and discuss ways in which the Trust can support them, which may include a referral to Occupational Health.

4. Symptoms of the ‘Male Menopause’

4.1. Men may experience a wide range of physical and psychological symptoms associated with the ‘male menopause’; it is important to note that these symptoms may fluctuate and may be felt to varying degrees. Common symptoms that may be experienced by men include, but are not limited to:

4.1.1. mood swings and irritability

4.1.2. Psychological issues such as anxiety and/or depression, panic attacks, etc.

4.1.3. loss of muscle mass and reduced ability to exercise

4.1.4. a general lack of enthusiasm or energy

4.1.5. difficulty sleeping at night or increased tiredness

4.1.6. poor concentration and short-term memory

4.1.7. lowered self-esteem

5. Scope and Purpose of this Policy

5.1. It is important to note that experiencing any of the above symptoms set out in this policy may pose a challenge for both men and women within the workplace. It may influence the way an employee previously handled their responsibilities and relationships at work; for

example, they may find certain responsibilities more stressful than before, concentration may lapse from time to time and they may require more support than previously needed. In addition, they may feel physically unwell and require more time off work. Therefore, the Trust is committed to providing the appropriate support to employees going through the menopause or 'male menopause' and will aim to make adjustments where reasonably practical, on a confidential basis where possible. This may include but is not limited to:

5.1.1. promoting a culture of open communication, participation and encouragement, allowing employees to engage in discussions about the menopause;

5.1.2. educating and informing members of the Senior Leadership Team, Line Managers, members of the Local Governing Body and academy Business Managers, regarding the potential symptoms of the menopause, and how they can support affected staff at work;

5.1.3. ensuring staff suffering with menopausal symptoms feel confident to engage in discussions surrounding this and to ask for support and any reasonable adjustments that will help them to enable them to continue to be successful within their roles;

5.1.4. facilitating requests for flexible working request where reasonably practicable in accordance with the Trust's Flexible Working Policy;

5.1.5. providing support and services, such as occupational health referrals, for staff affected by or absent by reason of the menopause, where appropriate;

5.1.6. ensuring risk assessments include or specifically address menopausal symptoms; and

5.1.7. maintaining an appraisal process to ensure the suitability of workloads, supported by a capability procedure.

5.2. Additionally, in recognition of menopausal symptoms, the Trust acknowledges that increased levels of stress can be a genuine problem and should be considered when supporting applicable individuals.

5.3. The Trust wishes to support employees in their personal circumstances and will make necessary accommodations for those experiencing the menopause. However, it is important that the effective operation of the Trust and its academies are not adversely affected.

5.4. Staff are encouraged to talk to their line manager if they are struggling with any of their symptoms. However, if they do not feel comfortable talking to their line manager, then they should raise their concerns with the CEO / Principal / Head Teacher.

5.5. Staff may also discuss their concerns in confidence by contacting Education Support the Employee Assistance Helpline on 08000 562 561.

5.6. The CEO / Principal / Head Teacher will have responsibility for informing all staff of this policy and their role in its implementation.

6. Absence due to Menopausal Symptoms

6.1. If a member of staff is absent due to the menopausal symptoms they are experiencing, they are required to follow the Trust's sickness absence reporting procedure.

6.2. The Trust will take into account any absences due to the menopause and may adjust its sickness absence procedure as appropriate. HR advice should be sought in the first instance.

7. Manager Responsibilities

Managers must;
create a supportive environment
treat disclosures sensitively
maintain confidentiality
seek HR advice when required, seek OH advice if appropriate
avoid assumptions regarding capability or attendance

8. Workplace Adjustments

Possible adjustments could be;
flexible working arrangements
temporary adjustment to working hours
access to drinking water
temperature control measure
access to toilets
temporary workload adjustments
changes to uniform if appropriate
additional breaks dependent on role and symptoms
occupational health referral
a risk assessment

7. Confidentiality

7.1. Confidentiality is an important part of this policy. In order to facilitate the Trust's aims to promote a culture of open communication, participation and encouragement, to allow employees to engage in discussions about menopause; every member of staff will be responsible for observing a high level of confidentiality where required, whether another member of staff has confided in them, supporting a colleague who is suffering from menopausal symptoms or because they are otherwise involved in the operation of a policy or procedure.

7.2. A breach of confidentiality may give rise to disciplinary action in accordance with the Trust's Disciplinary Policy and Procedure.

7.3. There may occasions when matters reported by staff suffering from certain menopausal symptoms (such as stress) may have to be brought to the attention of a third party. For example, where duties may need to be reallocated to alleviate stress. If this is the case, matters will be discussed with the member of staff concerned before any action is taken.

7.4. The Trust will monitor the development and distribution of good practice, the recognition of the symptoms related to the menopause, awareness of and effectiveness of this policy to ensure it is achieving its stated objectives.

MONITORING THE USE OF SYSTEMS POLICY

The Trust's Monitoring Policy does not form part of any employee's terms and conditions of employment and is not intended to have contractual effect. It is provided for guidance to all members of staff who are required to familiarise themselves with it and comply with its contents. The Trust reserves the right to amend its content at any time.

1. Monitoring the Use of Systems

1.1. The Trust's systems provide the capability to monitor telephone, e-mail, voicemail, internet and other communications traffic. For business reasons, and in order to perform various legal obligations in connection with The Trust's role as a Multi-Academy Trust and as an employer, use of the Trust's systems including the telephone and computer systems, and any personal use of them, is electronically monitored from time to time.

1.2. In accordance with the specific monitoring provisions contained in members of staff's individual contracts of employment, monitoring will only be carried out to the extent permitted or required by law and as necessary and justifiable for business purposes. Staff are referred to their individual contract of employment for further details.

1.3. The Trust reserves the right to retrieve the contents of messages or check searches which have been made on the internet for the following purposes (this list is non-exhaustive):

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

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

1.3.3. to assist in the investigation of wrongful acts and potential misconduct; or

1.3.4. to comply with any legal obligation.

2. CCTV

2.1. All members of staff should be aware that the Trust and its academies use 24hr CCTV surveillance on its premises for the prevention and detection of crime and to monitor behaviour of all staff, pupils and visitors.

2.2. The CCTV may be used for the protection of students, staff and Trust property.

2.3. It is important that all staff understand that whilst on the premises, they may be recorded from time to time on surveillance videotape. There are, however, strict security controls over this recorded data and under normal circumstances no such data will be retained for longer than 30 days. Any question about data held in this way should be addressed to the academy's ICT Manager in the first instance.

2.4. If disciplinary action results from information gathered through monitoring, the member of staff will be given the opportunity to see and hear the information in advance of the disciplinary hearing and to make representations about it.

Neonatal Care Leave and Pay

1. Introduction

Neonatal care leave allows parents to have additional time off to be with a baby who is receiving neonatal care. The law is the Neonatal Care (Leave and Pay) Act 2023 and came into affect on 6th April 2025. It can be used when the baby is no longer receiving neonatal care for example at the end of Maternity Leave.

1.1 This policy does not form any part of a colleague's contract of employment and therefore can be amended at any point in line with changes to legislation.

2. Scope

2.1 This policy applies to all individuals who have the legal status of 'employee' working for the Trust and includes employees at all levels and grades.

2.2 A baby might get neonatal care if they:

- Are born early
- Are ill or injured when they are born
- Have a low birth weight

2.3 Someone is not likely to be an employee if they are:

- An agency worker
- A casual worker
- On a zero-hours contract

3. Entitlement

3.1 Employees are entitled to **additional paid leave** if their newborn requires neonatal care beyond the standard maternity/paternity leave period.

3.2 Leave duration may extend up to **12 weeks**, depending on medical documentation and individual circumstances.

3.4 This leave is **separate from and in addition to** statutory maternity/paternity

4. Job Protection

4.1 Employees on neonatal leave will retain their position or be offered a comparable role upon return.

4.2 No employee shall face discrimination or disadvantage due to taking neonatal leave

5. Medical Documentation

5.1.1 Employees must provide:

- A letter from a medical professional confirming neonatal care requirements
- Estimated duration of care

5.2 All medical information will be handled confidential

NO SMOKING POLICY

1. Introduction

1.1. The Trust is committed to protecting the health, safety and welfare and of all those who work for it by providing a safe place of work and protecting all workers, service users, students and visitors from exposure to smoke. The Trust is committed to supporting national initiatives aimed at improving the health of the nation and is working towards a situation where no employees smoke at work.

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

1.3. *"Tobacco is the only legally available consumer product which kills people when it is used entirely as intended" (ASH 2005).*

2. Scope

2.1. This policy applies to all individuals working for the Trust and includes employees at all levels and grades, contractors, consultants and casual and agency staff,.

2.2. Third parties who have access to the Trust's premises, such as parents, suppliers and visitors, are also required to comply with this policy.

2.3. For the purposes of this policy, the term 'employee' includes full-time, part-time, temporary, casual and permanent employees. It also includes apprentices, casual and agency workers, volunteers and work experience students on placement.

2.4. Any breach of this policy by employees may result in disciplinary action and may, in serious cases, be treated as gross misconduct. Smoking in smoke-free premises or vehicles is also a criminal offence and may result in a fixed penalty fine and/or prosecution.

3. Definitions

3.1. The Trust's workplace and vehicles are smoke-free in accordance with the Health Act 2006 and associated regulations. For the purposes of this policy, the following definitions apply:

3.1.1. Building **–** means any enclosed buildings owned or managed by the Trust or any substantially enclosed areas or workplaces owned or managed by the Trust or by other organisations where staff of the Trust work. It also includes enclosed or substantially enclosed temporary buildings such as porta-cabins, huts, sheds and marquees which are owned or managed by the Trust or by other organisations where staff of the Trust work.

3.1.2. Grounds **–** means the area of land that surrounds the Trust's Buildings and includes those within the boundaries of the Trust's academies.

3.1.3. Premises **–** means all Buildings, Grounds, land and outbuildings owned or managed by the Trust or by other organisations where staff of the Trust work.

3.1.4. The above points also apply outside of working hours.

4. Objectives

4.1. The objectives of this policy are to ensure that the health of employees and others is not adversely affected by persons who smoke and to encourage those who choose to smoke to give up for health reasons. This policy also aims to reduce the risk of fire caused by discarded cigarettes or matches.

4.2. To meet these objectives, the following principles will therefore apply:

4.2.1. Employees and others shall not be exposed to 'smoke' whether from tobacco or other substances whilst in any Building, Grounds or Premises (as defined in this policy) if they do not wish to be.

4.2.2. Employees who wish to give up smoking will be encouraged and supported.

5. Policy

5.1. Smoking under this policy applies to anything that can be smoked and includes, but is not limited to, cigarettes (including herbal cigarettes, electronic cigarettes and vaping devices), pipes (including water pipes such as shisha and hookah pipes) and cigars.

5.2. No person is be permitted to smoke in any Building, Grounds or Premises as defined in this policy.

5.3. Smoking must not take place near any doorways or windows where the effect of smoking may affect others.

5.4. Trust staff working in any Building, Grounds or Premises owned by other organisations must also follow the smoking policy of that organisation as well as this policy.

5.5. The ban applies to anything that can be smoked and includes, but is not limited to, cigarettes, pipes (including water pipes such as shisha and hookah pipes), cigars and herbal cigarettes. Electronic cigarettes and vaping devices fall outside of the scope of the Smoke-Free legislation but are included by the Trust in this No-Smoking Policy.

5.6. There is absolutely no entitlement to "smoke-breaks" during paid work hours. If a member of staff chooses to smoke, they must do so only during authorised rest breaks and not in any Building, Grounds or Premises. Cigarettes, pipes or cigars must be fully extinguished and disposed of appropriately and responsibly.

6. Smoking in Vehicles

6.1. Smoking is prohibited at all times in all Trust vehicles.

6.2. Where private vehicles are being used on Trust business, they shall fall within the scope of this policy and shall be deemed to be smoke-free if non-smoking passengers are being carried.

7. Support

7.1. Employees who smoke may be offered help and support via Occupational Health if they wish to give up smoking.

7.2. Further support is available from:

https://www.nhs.uk/better-health/quit-smoking/

Smokefree National Helpline – 0300 123 1044

One You Cheshire East – https://www.oneyoucheshireeast.org/be-smoke-free/ (tel: 0808 1643 202)

PARENTAL BEREAVEMENT LEAVE POLICY

1. Introduction

1.1. This policy outlines the arrangements for statutory leave and pay for an employee who sadly suffers the loss of a child, including stillbirth.

1.2. The Trust applies this policy to employees of the Trust only (who, for the purposes of this policy will be referred to as "you") and therefore does not apply to casual workers, agency workers or the self-employed. However, workers including agency workers who meet certain qualifying criteria may be entitled to Statutory Parental Bereavement Pay. Please contact the academy Business Manager for further details.

1.3. This policy is provided to all employees for guidance only. It does not form part of any individual's contract of employment with the Trust and is not intended to have contractual effect. Subject to minimum statutory requirements from time to time in force, we reserve the right to vary and amend this Policy and any procedure under it at any time and will notify all employees of the details of the change as soon as is reasonably practical.

1.4. Parental Bereavement Leave is in addition to any other types of statutory leave you may be entitled to such as time off for dependants or parental leave.

2. How we will support you

2.1. If you suffer the loss of a child, we will seek to do what we can to support you. In particular:

2.1.1. we will identify a key point of contact within the Trust during any leave you take and following your return to work;

2.1.2. if you take leave, certain people within the Trust may need to know that you have suffered a bereavement. It may be helpful for your immediate work colleagues and others to know, so that they can be sensitive to your feelings and provide support if needed when you return to work. The key point of contact can discuss with you at the appropriate time what you would like people at work to know, and we will try to ensure that only that information is passed on;

2.1.3. the key point of contact will also liaise with you during your leave, keeping us informed and explore with you what we can do to help and support you;

2.1.4. the statutory right to parental bereavement leave and pay is set out in this policy. However, if you feel that you are not ready to return to work at the end of your parental bereavement leave, there are a number of other possibilities that we can discuss with you, e.g. taking sick leave or unpaid leave, or staging your return to work;

2.1.5. we will consider the need for more formal support, e.g. access to an employee assistance scheme;

2.1.6. your line manager will seek to maintain good communication, with an 'open-door' policy and regular meetings with you to offer support and monitor progress over time.

3. What is Parental Bereavement Leave?

3.1. Parental Bereavement Leave (PBL)applies to employees of the Trust only and applies irrespective of your length of service.

3.2. If eligible, you will be entitled to take two weeks' PBL in the event you lose a child under the age of 18 or suffer a stillbirth from 24 weeks of pregnancy.

4. Duration of Parental Bereavement Leave

4.1. If eligible, you may take either one or two weeks' PBL. If you opt to take two weeks, the weeks do not need to be taken consecutively.

4.2. A week is any period of seven days (including weekends). PBL may be taken at any time within 56 weeks from the date of the child's death. This means you can match your leave to the times you need it most (for example, in the early days or over the first anniversary).

4.3. Where the Trust offers Enhanced Bereavement Leave under another policy which is more generous than that offered within this policy, you may choose to take the greater overall amount of leave, rather than being bound by the statutory limit set out below. However, you cannot exercise the statutory right and the corresponding contractual right separately.

5. Eligibility to Parental Bereavement Leave

5.1. Regardless of length of service, if you are an employee, you will be eligible for PBL following the death of a child if you:

5.1.1. have a parental relationship with the child (or are the partner of the person who has a parental relationship) (see below); and

5.1.2. comply with the notice requirements (see below).

5.2. For the purposes of this leave, a child is considered to be a person under the age of 18, or a child stillborn after 24 weeks of pregnancy.

6. Eligible Relationships under this Policy

6.1. You will potentially have the right to PBL if you are an employee and have a parental relationship which falls within one of the following categories:

6.1.1. you are the child's parent;

6.1.2. you are the child's natural (or birth) parent, where:

6.1.2.1. an adoption order has been made in respect of the child where someone else has adopted them; and

6.1.2.2. an order has been made allowing the child to stay with you, or for you to have contact with the child; and

6.1.2.3. that order has not been revoked or discharged.

6.1.3. the child has been placed for adoption with you (unless the child has returned or the placement has been terminated);

6.1.4. you are the adopter with whom the child was living, following the child's entry into GB from outside the UK, provided you have received official written notification in respect of the child by or on behalf of the relevant domestic authority that it has issued, or is prepared to issue, a certificate of eligibility and suitability to adopt;

6.1.5. you are an 'intended parent' in that you have applied, or intended to apply, jointly or solely, during the period of six months beginning with the day of the child's birth for a parental order under the Human Fertilisation and Embryology Act 2008 in respect of the child;

6.1.6. you are the child's 'parent in fact' i.e. you lived with the child continuously for at least four weeks before the child's death in your own home and had day to day responsibility for the child's care, unless:

6.1.7. the child's parent (or person with parental responsibility for the child) was also living there; or

6.1.8. you were or are entitled to receive wages or other remuneration for caring for the child (unless you fall within a specific exception, including paid foster carers).

6.2. You may also be entitled to PBL if you are the partner of person who meets the above criteria (the 'partner' in this context means a person of the same or a different sex who lives with the child and the other person in an enduring family relationship (excluding the employee's parents, adoptive or former adoptive parents, grandparent, sibling or half-sibling, aunt, or uncle)).

7. Notification Requirements for Parental Bereavement Leave

7.1. As well as meeting the eligibility criteria above, you must also give notice to us of the following:

7.1.1. the date of the child's death;

7.1.2. the date on which you want your PBL to start; and

7.1.3. whether you want to take one week or two weeks' PBL.

7.2. Where possible we ask that you put any request for PBL in writing to the CEO / Principal / Head Teacher

7.3. The length of notice required to book and cancel PBL will vary depending on whether the period of leave you intend to take falls within 8 weeks of the child's death or later.

8. Leave intended to begin within 8 weeks

8.1. If you want to take your PBL within 8 weeks of the child's death, you must give the Trust notice of your intention to take leave:

8.1.1. before you are due to start work on your first day of your intended PBL; or

8.1.2. where it is not reasonably practicable to give notice at that time, as soon as is reasonably practicable.

9. Leave intended to begin 9 weeks or later

9.1. If your intended period of PBL will start 9 weeks or more after the date of the child's death, you must give one weeks' notice of your intention to take PBL.

10. Cancelling Parental Bereavement Leave

10.1. You may cancel a period of PBL which has not already started by notifying the Trust in writing in accordance with the timescales below. The amount of notice of cancellation you need to give will depend on when the intended PBL falls.

11. Leave intended to begin within 8 weeks

11.1. If your leave is due to start within 8 weeks of the date of your child's death, you need to give the Trust notice of cancellation no later than the time you would have been due to start work on the first day of the leave.

12. Leave intended to begin 9 weeks or later

12.1. If your leave is due to start 9 weeks or later after the date of your child's death, you need to give us notice of cancellation at least one week before the start of that leave.

12.2. If you do not notify us that you wish to cancel your leave within the required time frame, you will not be able to cancel any period of leave and your leave will instead begin on the date specified in your notice of intention to take PBL unless we agree otherwise.

12.3. Regretfully, you cannot cancel any week of PBL which has already begun.

13. Leave Interrupted by another type of Statutory Leave

13.1. If you begin another period of statutory leave below during a period of PBL, the period of PBL will end immediately before the start of the other period of statutory leave.

13.2. The other types of statutory leave referred to here, are:

13.2.1. maternity leave;

13.2.2. adoption leave;

13.2.3. shared parental leave;

13.2.4. parental leave; and

13.2.5. paternity leave.

13.3. If you have any remaining untaken period of PBL, this leave:

13.3.1. may be taken after the end of the other period of statutory leave (if that is within the 56-week period beginning with the child's death); and

13.3.2. must be taken in a single consecutive period.

13.4. If, in these circumstances, you choose to take your remaining entitlement to PBL after the end of the other period of statutory leave, you must provide written notice in respect of that remaining entitlement (regardless of whether your remaining entitlement to PCL is less than one week) in line with the notification requirements set out above (except that it does not have to state whether you intend to take one or two weeks' leave).

14. Contractual benefits during Parental Bereavement Leave

14.1. During PBL you are entitled to enjoy your normal terms and conditions of employment with the exception of pay. You may, however, be entitled to Statutory Parental Bereavement Pay and further details are set out below.

15. Annual Leave

15.1. During any period of PBL, annual leave will continue to accrue at the rate provided under your contract.

16. Pension

16.1. During any period of paid PBL, we will continue to make employer pension contributions into the Teachers' Pension Scheme or the Local Government Pension Scheme (as applicable) based on your normal salary in accordance with the pension scheme rules. Any employee contributions will be based on the amount of any SPBP you are receiving. You may make up any shortfall in employee contributions if you wish.

17. Returning to Work

17.1. You are normally entitled to return to work in the same position you held before commencing PBL. Your terms of employment shall be the same as they would have been had you not been absent.

17.2. However, if you took PBL consecutively with more than four weeks of parental leave, or if your PBL and any other statutory leave you have taken consecutively in relation to the child adds up to more than 26 weeks' in total, and it is not reasonably practicable for the Trust 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. Statutory Parental Bereavement Pay

18.1. If you meet the eligibility criteria below, you are entitled to receive up to two weeks Statutory Parental Bereavement Pay (SPBP).

18.2. SPBP is paid at a weekly rate set by the government each year or, if lower, 90% of your average earnings. The academy Business Manager will be able to advise you of the current lower earnings limit and the current rate of SPBP.

18.3. In order to qualify for SPBP, you must have a parental relationship with a child (see above) and satisfy the following conditions:

18.3.1. you must have at least 26 weeks continuous service at the end of the week immediately before the week in which the child dies;

18.3.2. you remained in employment with the Trust at the date of the child's death; and

18.3.3. your average weekly earnings must be no less than the lower earnings limit set by the Government at eight weeks ending with the week immediately before the child's death.

18.4. SPBP will be paid in the same way and at the same time as you would normally be paid.

19. Notification Requirements for Statutory Parental Bereavement Leave Pay

19.1. If you are eligible and you wish to claim SPBP, you must give us written notice as soon as practicably possible.

19.2. Alternatively, if you do not give the Trust written notice at that time, you must give written notice within 28 days of the first day SPBP is being claimed for, or where this is not reasonably practicable, as soon as is reasonably practicable.

19.3. When giving notice, you must provide:

19.3.1. your name;

19.3.2. the date of the child's death;

19.3.3. a declaration that you have a parental relationship with a child; and

19.3.4. the week(s) in which SPBP is being claimed.

PARENTAL LEAVE POLICY

1. Introduction

1.1. This policy outlines the statutory rights and responsibilities of eligible employees who wish to take parental leave.

1.2. This policy applies to employees only and therefore does not apply to agency workers or the self-employed. It is provided to all employees for guidance only. It does not form part of any individual's contract of employment with the Trust and is not intended to have contractual effect. Subject to minimum statutory requirements from time to time in force, the Trust reserves the right to vary and amend this policy and any procedure under it at any time and will notify all employees of the details of the change as soon as is reasonably practicable.

1.3. Parental leave is a form of statutory unpaid leave available to working parents who wish to take time off work to care for or spend time with their child or children. It is available in addition to statutory maternity, paternity, adoption and shared parental leave.

1.4. Parental leave is available to eligible birth and adoptive parents and also to surrogate parents who have applied for a parental order, or anyone who has, or expects to have, parental responsibility for a child. The right applies in respect of each child: an employee with one qualifying child has an entitlement to 18 weeks' leave; an employee with two children would be entitled to 36 weeks in total.

1.5. Any employee who is eligible (see below) may:

1.5.1. Take a total of up to 18 weeks' parental leave for each child for the purpose of caring for that child

1.5.2. Take parental leave at any time before the child's 18th birthday

1.5.3. Benefit from certain contractual rights and obligations during the period of absence whilst on parental leave (similar to those which apply to an employee on additional maternity leave).

1.5.4. Return to the same job (or in certain cases a suitable alternative job) after the expiry of the leave.

2. Eligibility for Parental Leave

2.1. If you are an employee, you will be eligible for parental leave if:

2.1.1. You have been continuously employed by the Trust for at least 1 year; and

2.1.2. You have, or expect to have, parental responsibility for a child under the age of 18; and

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

2.2. As your current employer, the Trust is entitled to ask for reasonable evidence of such entitlement and, subject to any contractual agreement to the contrary, may decline to grant a request for parental leave until such evidence has been provided.

3. Responsibility for a Child

3.1. A person will be considered to have responsibility for a child, for the purposes of this policy if they:

3.1.1. Are the child's biological mother or father (whether or not the child lives with them) and they have parental responsibility for the child;

3.1.2. Are registered as the child's father pursuant to the Births and Deaths Registration Act 1953

3.1.3. Are the child's adoptive parent; or

3.1.4. Have legal parental responsibility for the child, e.g. they are the child's guardian or step-parent who as a parental responsibility agreement or parental responsibility order.

3.2. The Trust may ask you to provide a self-certificate as evidence of eligibility which includes a declaration by you that you meet the conditions set out above.

4. The Purpose of Parental Leave

4.1. Parental leave can only be used for the strict purposes of caring for a child you have parental responsibility for. This includes for example:

4.1.1. Spending more time with a young child.

4.1.2. Accompanying a child during a stay in hospital.

4.1.3. Checking out new Schools.

4.1.4. Settling a child into new childcare arrangements.

4.1.5. Enabling a family to spend more time together.

4.2. If an employee uses or attempts to use parental leave for purposes other than caring for a child, they have parental responsibility for, the Trust may take disciplinary action under its Disciplinary Policy and Procedure.

4.3. Parental leave is not intended for cases of dealing with an emergency involving your dependents. Employees are referred to their statutory right to take unpaid emergency time off as set out later in this handbook – See the 'Time Off for Dependents Policy'.

5. Duration of Parental Leave

5.1. Each parent of the child is entitled to take up to 18 weeks' parental leave in blocks of up to 4 weeks leave per year in respect of each individual child. A 'year' begins on the date when you became entitled to take parental leave in relation to the child in question.

5.2. Parental leave must be taken in blocks of one whole week, rather than individual days, unless the Trust agrees otherwise or you are a parent with responsibility for a disabled child, in which case parental leave may be taken in multiples of one day. A disabled child means a child who is entitled to disability living allowance, armed forces independence allowance or personal independence payment.

5.3. A 'week' means your number of normal working days per calendar week. So, for example if you normally work 3 days a week, a week shall mean 3 days, if you work a 5-day week, a week shall mean 5 days.

5.4. Your right to take parental leave is a personal right. You cannot transfer your entitlement to the other parent.

5.5. Where you have already taken part of your entitlement to parental leave for a particular child during a period of previous employment, the Trust will need to contact your previous employer to confirm details of the entitlement you have previously used in order to ensure the correct administration of any current or outstanding parental leave.

6. Notification Requirements for Parental Leave

6.1. You are required to inform the CEO / Principal / Head Teacher or academy Business Manager of your intention to take parental leave in accordance with the following timescales. Requests must be made in writing and include the dates on which the period of leave you are requesting will start and end.

6.1.1. **Immediately on the birth of a child** – 21 days' notice before the start of the expected week of childbirth (the notice must also include the expected week of childbirth)

6.1.2. **Immediately on adoption of a child –** 21 days' notice before the start of the expected placement date, or as must notice as you can if this is not possible (the notice must also include the expected placement date)

6.1.3. **Immediately after a period of paternity leave** – 21 days' notice before the start of the expected week of childbirth or expected placement date, or as much notice as you can if this is not possible (the notice must also include the expected week of childbirth or expected placement date). If fewer than 7 working day'' notice is given before the period of paternity leave starts, you may not be permitted to take the period of leave requested, although the Trust will consider all applications on their merits.

6.1.4. **In all other circumstances** – 21 days' notice before you intend the leave to start.

6.2. The Trust may ask you to provide a copy of your child's birth certificate, adoption papers, or other evidence of your parental responsibility for the child in respect of whom you are requesting leave. Your application my be declined if you fail to provide the relevant requested documentation.

6.3. The Trust may postpone parental leave for up to six months if your absence would cause unacceptable disruption to the academic, administrative and pastoral needs and requirements of the Trust at the proposed time.

6.4. The Trust **will not** postpone parental leave that you request to take place immediately after the birth of a child or placement of a child for adoption provided you have complied with the notification requirements set out above. The Trust will also not postpone parental leave if it would result in the leave being taken after the child's 18th birthday.

6.5. If the Trust postpones your request for parental leave, it will liaise with you about suitable alternative dates. The Trust will send you written notice, not more than seven working days after receipt of your request for leave, explaining the reasons for the postponement, together with the new start and end dates for the postponed leave.

7. Terms and Conditions of Employment During Parental Leave

7.1. Parental leave is unpaid, and the terms and conditions set out in your contract of employment relating to pay will not apply during any period of parental leave.

7.2. During any period of parental leave, you will:

7.2.1. remain bound by your obligation of good faith towards the Trust, as well as any contractual terms relating to the giving of notice, restrictions on the disclosure of confidential information relating to the Trust, the acceptance of gifts or other benefits and participation by you in any other business (for example, working for a third party); and

7.2.2. continue to be entitled to the benefit of the Trust's implied obligation to preserve mutual trust and confidence and any terms and conditions of employment relating to the giving of notice of termination of employment by the Trust, redundancy payments in the event of redundancies and to the Trust's disciplinary and grievance procedures.

7.3. For the avoidance of doubt, except as provided for in this policy, all other terms and conditions of employment will cease to apply during any period of parental leave.

8. Annual Leave

8.1. During any period of parental leave, annual leave will continue to accrue at the rate of the statutory minimum required by the Working Time Regulations 1998.

9. Pension

9.1. During unpaid parental leave the Trust will not make any payments into the Teachers' Pension scheme or the Local Government Pension Scheme and the time shall not count as pensionable service. You do not have to make any contributions, but you may do so if you wish, or you may make up for missed contributions at a later date. If pension contributions are not paid during this period, this period will not count in the calculation of pensionable service.

10. Combining Parental Leave and Paternity Leave

10.1. Your right to take unpaid parental leave is not affected by your right to take paternity leave. If you satisfy the conditions for each right, then you may take a combination of parental leave and paternity leave. However, the length of parental leave/paternity leave, you take may affect the job you can return to (see Returning to Work below).

11. Returning to Work

11.1. If your parental leave is for a period of four weeks or less and was not part of a longer overall period of continuous leave, you are entitled to return to work in the same position as you held before commencing leave. Your terms and conditions of employment will be no less favourable than they would have been if you had not been absent on parental leave.

11.2. This also applies where you add on up to four weeks' parental leave immediately after another period of leave, consisting of one or more continuous periods of other types of statutory family leave (which may have been taken in relation to the same child or in

relation to a different child or different children), without returning to work in between, provided that the overall period of continuous leave:

11.2.1. does not include any earlier period of parental leave of more than four weeks; and

11.2.2. does not include any period of statutory family leave taken in relation to a particular child which, when added to any other periods of statutory family leave (excluding any periods of parental leave) taken in relation to the same child means that the total amount of statutory family leave taken in relation to that child is more than 26 weeks.

11.3. If your parental leave is for a longer period than four weeks, or it immediately follows another type of leave and the conditions set out above are not satisfied, you will be entitled to return to work in the same position unless that is not reasonably practicable. If it is not reasonably practicable, you will be entitled instead to return to another suitable and appropriate job, on terms and conditions that are no less favourable.

12. Sickness

12.1. If you are unable to return to work at the end of your parental leave due to sickness or injury, this will be treated as sickness absence and the Trust's Sickness Policy will apply including its notification requirements.

13. Flexible Working

13.1. The Trust 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. However, you should note that there is no absolute right to insist on working part-time, only a statutory right to request flexible working where you are eligible.

13.2. You should refer to the Flexible Working Policy for further information.

PATERNITY LEAVE AND PATERNITY PAY

This policy applies to employees only and outlines their entitlement to paternity leave and the arrangements for taking it. This policy does not form part of any employee's contract of employment and is not intended to have contractual effect. Subject to minimum statutory requirements from time to time in force, the Trust reserves the right to vary and amend this policy and any procedure under it at any time and will notify all employees of the details of the change as soon as is reasonably practicable.

This policy also applies to surrogate parents (who will be applying for a parental order) and foster parents (who have children placed with them with a view to adoption) who meet the eligibility criteria.

1. Paternity Leave

1.1. Eligible employees are entitled to take one week, two non-consecutive weeks or two consecutive weeks paid Paternity Leave following the birth or placement of a child for adoption in order to care for the child or support its mother or primary adopter. During Paternity Leave, most employees will be entitled to Statutory Paternity Pay (SPP) which is paid at the same rate as Statutory Maternity Pay (SMP).

2. Eligibility for Paternity Leave

2.1. Paternity leave is available when a child is born or placed for adoption. However, in adoption cases, paternity leave is not available to the employees who decides to take adoption leave.

2.2. You are entitled to paternity leave if you meet the following conditions:

2.2.1. You have been continuously employed for at least 26 weeks ending with:

2.2.2. **In birth cases,** the 15th week before the expected week of childbirth (defined as being the week, beginning on a Sunday, in which a doctor or midwife expects the mother to give birth)

2.2.3. **In adoption cases,** the week in which you or your partner, civil partner or someone of either sex with whom you live in an enduring family relationship, but who is not your parent, grandparent, sister, brother, aunt or uncle (hereinafter referred to as **Partner**) are notified by an adoption agency you/they have been matched with a child.

2.2.4. For Paternity Leave in cases of birth you are either the biological father of the child and have or expect to have responsibility for bringing up the child, or you are not the child's father but you are married to, or are the civil partner or the partner of, the child's mother and you have or expect to have the main responsibility (apart from the mother) for bringing up the child (Qualifying Relationship);

2.2.5. For Paternity Leave in the case of adoption you have, or expect to have, the main responsibility for the child's upbringing (apart from the responsibility of the primary adopter) and that you are married to, the civil partner or the partner of the primary adopter (Qualifying Relationship);

2.2.6. Your intended leave is for the purpose of caring for the child or supporting the child's mother or co-adopter in caring for the child.

2.2.7. You have not already taken shared parental leave in respect of the same child.

2.3. The Trust may ask an employee to provide a self-certificate as evidence that they meet these conditions. The self-certificate must provide the information required above and include a declaration that the employee meets the necessary conditions.

3. Paternity Pay Scheme

3.1. Statutory Paternity Pay (**SPP**) is payable during paternity leave provided you have at least 26 weeks' continuous employment ending with the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match (**Qualifying Week**) and your average earnings are not less than the lower earnings limit set by the Government each tax year, or 90% of your average weekly earnings if this is equal to or above the lower earnings limit but less than the rate of SPP. The rate of SPP is set by the Government each tax year.

3.2. The Trust enhances SPP for teaching and support staff as follows:

For the first week of absence:	100% of weekly pay offset by any payments made by way of SPP
For the second week	SPP

4. Taking Paternity Leave

4.1. Eligible employees are entitled to take one week, two non-consecutive weeks or two consecutive weeks paid Paternity Leave following the birth or placement of a child in order to care for the child or support its mother. Leave cannot be taken as 'odd' days. Leave can start on any day of the week and is calculated on a 'rolling week' basis. This means that if you start your leave on, for example, a Tuesday, "one week" will run to the end of the following Monday or (if you choose a consecutive two-week period) to the end of the Monday after that. Leave can be taken from the date of the child's birth or placement for adoption but must be completed:

4.1.1. **In birth cases -** Within 52 weeks of the actual date of the birth of the child or if the child is born before the first day of the expected week of childbirth, within 52 weeks of the first day of the expected week of childbirth; or

4.1.2. **In adoption cases –** Within 52 weeks of the date the child was placed for adoption.

4.2. An employee may vary the start date of their Paternity Leave by giving the following notice:

4.2.1. **To start on the day of birth or date of placement for adoption –** at least 28 days before the first day of the expected week of childbirth or the first day of the expected placement date

4.2.2. **To start a specified number of days after birth or placement for adoption** – at least 28 days (minus the specified number of days) before the first day of the expected week of childbirth or the first day of the expected placement date

4.2.3. **To start on a specific date that is different to the original start date** – at least 28 days before that date.

5. Notification Procedures for Paternity Leave

5.1. An employee who wishes to take Paternity leave must notify the Trust by the 15th week before the expected week of childbirth or no more than 7 days after they or their Partner were notified of having been matched with a child for adoption (or as soon as they reasonably can) stating:

5.1.1. For Paternity Leave for birth the expected week of childbirth. ;

5.1.2. In addition, on each occasion that you want to take paternity leave, you must notify us of the following at least **28 days** before you want to start your paternity leave (or where that is not possible, as soon as is reasonably practicable):

- when you want to start your paternity leave;
- If you choose the date of birth as the start date, notice must be given 28 days before the first day of the EWC;
- If you want to start your leave a set number of days after the birth, notice must be given 28 days before that day that falls that number of days after the first day of the EWC. For example, if you want to start paternity leave four days after the birth of the child, you need to give us the notice of leave 28 days before the fourth day after the first day of the EWC.
- If you want your leave to start on a predetermined date after the first day of the EWC, you need to give us the notice of leave at least 28 days before that predetermined date.
- how long you wish to take for paternity leave; and
- declare in writing that the purpose of your leave will be to care for a child or support the child's mother.
- You must also inform [your Manager], in writing, as soon as reasonably practicable, of the date the child was born. A template form for this can be found at [INSERT].
- If you have chosen to start your paternity leave on a set date and the child has not been born by that date, you must give an alternative date as soon as reasonably practicable

5.1.3 For Paternity Leave for Adoption You must specify the date on which the primary adopter was notified of having been matched with the child; and the date on which the child is expected to be placed with the primary adopter, or date of placement if they have already been placed.

5.1.4 In addition Once you have chosen the dates of each occasion of your paternity leave, you are required to give us a further notice, in writing, no more than seven days after the date on which you were notified of having been matched with a child, or, if this is not reasonably practicable, as soon as it is reasonably practicable, of:

- the day or date you want your leave to start; and
- the length of leave you want to take.
- You must also give us a signed declaration that you are taking leave for the purpose of caring for a child or supporting the child's adopter.
- You must give the above notice on each occasion you wish to take a period of leave.
- If you have chosen to start your paternity leave on a set date and the child has not been placed for adoption by that date, you must give an alternative date as soon as reasonably practicable.

5.2. The Trust may require a signed declaration from an employee that they are taking paternity leave for a purpose for which it is intended, namely, to care for the child or to support the child's mother or co-adopter in caring for the child.

6. Contractual Benefits during Paternity Leave

6.1. An employee on Paternity Leave is entitled to their contractual terms and conditions of employment with the exception of pay.

6.2. Annual leave cannot usually be carried over from one holiday year to the next but if you are prevented from taking your full entitlement to annual leave due to being on paternity leave, the Trust may agree to any accrued but untaken leave being carried forward to the next holiday year.

6.3. If the employee is a member of the Teachers' Pension Scheme or Local Government Pension Scheme, during paternity leave, the Trust will continue to make any employer contributions that it would usually make, based on what their earnings would have been if they had not been on paternity leave provided that they continue to make contributions based on the paternity pay they are receiving. Employees do not have to make any contributions, but they may do so if they wish, or they may make up for missed contributions at a later date.

6.4. An employee's right to take unpaid parental leave is not affected by their right to paternity leave. If they satisfy the conditions for each right, then they may take a combination of parental leave and paternity leave.

6.5. If the paternity leave was not part of a longer overall period of continuous leave, the employee will be entitled to return to work in the same position as they held before commencing leave. The employee's terms and conditions of employment will be no less favourable than they would have been if they had not been absent on paternity leave. This also applies where an employee takes paternity leave immediately after another period of leave, consisting of one or more continuous periods of other types of family leave (which may have been taken in relation to the same child or in relation to a different child or

different children), without returning to work in between, provided that the overall period of continuous leave does not include any period of:

6.5.1. parental leave of more than four weeks. Please refer to the Parental Leave Policy for further details; and

6.5.2. family leave taken in relation to a particular child which, when added to any other periods of family leave taken in relation to that particular child (excluding any periods of parental leave taken in relation to that child) means that the total amount of family leave taken in relation to that child is more than 26 weeks.

6.6. If an employee's paternity leave immediately follows another type of leave and the conditions in the two points above apply, they will be entitled to return to work in the same position unless that is not reasonably practicable. If it is not reasonably practicable, they will be entitled to return to another suitable and appropriate job, on terms and conditions that are no less favourable.

7. Paternity Leave and Adoption

7.1. The partner of an individual who adopts or other member of a couple who is adopting jointly may be entitled to Paternity Leave and Paternity Pay.

7.2. When a couple adopts, the couple can choose who will take Adoption Leave and who will take Paternity Leave. Only one period of Adoption Leave and one period of Paternity Leave may be taken between the couple even if each individual works for different employers.

7.3. Further details of this entitlement are set out in the Trust's Adoption Policy in this Handbook.

8. Maternity Support Leave

8.1. Maternity support leave of 5 days with pay shall be granted to the child's father, civil partner or partner or nominated carer of an expectant mother at or around the time of birth. A nominated carer is defined as 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 the birth.

9. Sickness

9.1. If you are unable to return to work at the end of your paternity leave due to sickness or injury, this will be treated as sickness absence and the usual sickness procedures and entitlements will apply.

10. Flexible Working

10.1. The Trust 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. However, you should note that there is no absolute right to insist on working part-time, only a statutory right to request flexible working.

10.2. The Trust will try to accommodate your wishes unless there is a justifiable reason for refusal, bearing in mind the needs of the business.

10.3. It is helpful if requests are made as early as possible.

10.4. You should refer to the Flexible Working Policy for further information.

Disruption of placement/birth

You can still take paternity leave on your chosen dates in the sad event that:

- the child is no longer placed for adoption;
- the placement is disrupted and the child returns to the adoption agency;
- the child dies or the child is stillborn after 24 weeks (in the case of birth)

However, if you have not notified us already of your chosen dates before the relevant event above occurs, you can still take paternity leave but it must be taken within the next 8 weeks. You may also be entitled to take time off in accordance with our Parental Bereavement Leave and Pay Policy.

PAY POLICY

1. Introduction

1.1. This policy sets out the framework for making decisions on teachers' and support staff pay. It has been consulted on with staff and recognised trade unions and has been adopted by all academies within Our Lady Help of Christians Catholic Academy Trust ("the Trust"). As an Academy Trust, the Trust has discretion in determining aspects of its pay arrangements whilst having regard to the STPCD and associated statutory guidance.

1.2.

1.3. In relation to teachers, this policy has been developed having regard to current legislation and the provisions of the School Teachers' Pay and Conditions Document (STPCD). Where this policy differs from the STPCD, the Trust will apply the provision that is most favourable to the employee.

1.4. This policy applies to employees of the Trust only. For the avoidance of doubt this policy does not form part of the terms and conditions of employees' employment with the Trust and is not intended to have contractual effect.

1.5. The Trust reserves the right to amend or vary this policy from time to time in force and will notify employees within 1 month of any such changes taking effect, subject to consultation with recognised unions.

1.6. The Pay Policy will always reflect the Catholic Christian identity and mission of the Trust and the values and virtues it proclaims.

2. All Staff

2.1. Aims of the Trust are to:

2.1.1. promote the distinctive Catholic Christian ethos, aims and identity of the Trust

2.1.2. maximise the quality of teaching and learning in the Trust's academies

2.1.3. support the recruitment and retention of a high-quality staff workforce

2.1.4. enable the Trust to recognise and reward employees appropriately for their contribution to each individual academy

2.1.5. help to ensure that decisions on pay are managed in a fair, just and transparent way.

2.2. Pay decisions have been delegated by the Trust to the Local Governing Body (subject to terms and conditions agreed by the Trust) with the exception of pay decisions for headteachers and senior executive leadership members including the CEO and CFO which are made at Trust level.

3. Confidentiality

3.1. All involved in this policy are reminded of the importance of confidentiality and must

ensure that all information, whether verbal or written, is kept strictly confidential and not passed onto any persons who are not involved in the process. Disciplinary action may result from breaches of confidentiality.

4. Equal Opportunities

4.1. As a Catholic community based on the teachings of Christ, the Trust's mission is to provide an outstanding education for the whole person through which all are challenged to grow in wisdom, understanding, self- esteem and closeness to God, respecting the uniqueness of each person as central to that mission and so we fully accept and endorse the responsibilities and duties to promote equality for all.

4.2. Within that acceptance we recognise the continued general exceptions to Equal Opportunities legislation as laid down for schools with a religious character or a registered religious ethos.

4.3. This means for Catholic schools and academies that, in common with voluntary aided schools with a religious character, they may apply an occupational requirement in connection with the appointment or promotion of staff at the school; to those whose religious beliefs or religious practice is in accordance with the tenets of their denomination, in this case, the Roman Catholic faith. This includes the posts of CEO, Principal / Head Teacher, Deputy Principal / Deputy Head Teacher and Head or Co-Ordinator of Religious Education which (also The Bishops' Memorandum on Appointment of Teachers to Catholic Schools) must be filled by baptised and practising Catholics. Likewise, Governing Bodies in Catholic schools may give similar preference to those who give or who are willing to give religious education at the school in accordance with the tenets of the Catholic Church.

4.4. This policy will be applied fairly and consistently to all employees regardless of sex, gender reassignment, race (include colour, ethnicity, national origin), age, marital or civil partnership status, disability, sexual orientation, pregnancy or maternity, religion or belief (subject to the exceptions outlined above for schools with a religious character) – the protected characteristics. This policy will also be applied fairly and consistently for part-time and fixed-term staff.

5. Variations in Responsibilities

5.1. Employees may for whatever reasons wish to voluntarily reduce their level of current Teaching and Learning responsibilities.

5.2. In that event, they may submit a written request to the Principal / Head Teacher as part of their annual review for a meeting to be arranged to discuss their responsibilities, with a view to a removal by agreement of certain responsibilities. This may involve the removal of a Teaching and Learning Responsibility Payments and pay safeguarding where appropriate.

6. Review and Monitoring

6.1. The Trust will review this policy on an annual basis and will monitor outcomes in order to assess the effectiveness of this policy in rewarding good performance and to ensure the Trust's continued compliance with equalities legislation (subject to the exceptions outlined above for schools with a religious character).

7. Teachers' Pay: Annual Reviews and Progression

7.1. The Local Governing Body will ensure that each teacher's salary is reviewed annually, with effect from 1 September and no later than 31 October each year, and that all teachers are given a written statement setting out their salary and any other financial benefits to which they are entitled.

7.2. The Principal's / Head Teacher's salary will be reviewed with effect from 1 September and no later than 31 December each year. The Principal / Head Teacher will be provided with an annual statement setting out their salary and any other financial benefits to which they are entitled.

7.3. Pay reviews may take place at other times of the year to reflect any changes in circumstances or job description that leads to a change in the basis for calculating an individual's pay. A written statement will be given after any review and where applicable will give information about the basis on which it was made.

8. Inflationary Pay Increases

8.1. The STRB produces an annual report recommending whether the pay scales in the STPCD should be uplifted.

8.2. The Trust will consider the STRB recommendation and the new STPCD each year before deciding whether to uplift the teacher pay scales. The minima of each pay range will usually be uplifted in line with the STPCD, but other increases will be at the discretion of the Trust who will consider affordability, overall Trust performance and market conditions.

9. Safeguarding Salary/Pay

9.1. The Trust operates a system of "safeguarding" pay (where applicable) for a period of 3 years. Where a pay determination leads or may lead to the start of a period of safeguarding, the Local Governing Body will give the required notification as soon as possible and no later than one month after the date of the determination.

10. Basic Pay Determination on Appointment

10.1. The Local Governing Body will determine the likely pay range for a vacancy prior to advertising it. On appointment it will determine the starting salary to be offered to the successful candidate.

10.2. In making such determinations, the Local Governing Body may consider a range of factors, including but not limited to:

10.2.1. the nature of the post

10.2.2. the level of qualifications, skills and experience required

10.2.3. the pay of current employees doing the same or a similar job

10.2.4. market conditions

10.2.5. the wider Trust context

11. Pay Progression

11.1. All teachers can expect to receive regular, constructive feedback on their performance and are subject to annual performance appraisal, with interim reviews that recognise their strengths, informs plans for their future development, and helps to enhance their professional practice. The arrangements for teacher appraisal are set out in the Trust's performance appraisal policy.

12. Teachers will receive annual pay progression within the maximum of their pay range. Pay progression is not linked to appraisal outcomes and will be awarded automatically, except where a teacher is subject to a formal capability procedure at the date pay decisions are made.

13. Particular Circumstances

13.1. Where an employee is absent due to long term sickness absence or disability, during the academic year or at the time of a salary review, decisions will be contingent upon individual circumstances during the academic year in question but will be treated equitably.

13.2. Where an employee is absent due to pregnancy or family-friendly leave (e.g. maternity leave, adoption leave, paternity leave, parental leave, parental bereavement leave, shared parental leave etc.), decisions will be no less favourable than if the employee had not been absent due to reasons related to family-friendly leave.

13.3. Where a permanent employee starts their employment with the Trust part way through the appraisal year, no less than 2 full consecutive terms service will count towards annual pay progression.

14. Movement to the Upper Pay Range

14.1. Applications and Evidence

14.1.1. In order to be eligible to be assessed, teachers must have QTS. There are no barriers to movement onto the UPR that are connected with length of service and no requirement to be at the top of the MPS.. It is the responsibility of the teacher to decide whether or not they wish to apply to be paid on the Upper Pay Range.

14.1.2. Applications may be made at least once a year by the end of the Michaelmas Term (Autumn 1a) and payments will be back dated to the beginning of the academic year of the application.

14.1.3. If a teacher is simultaneously employed at another school or educational establishment, they may submit separate applications if they wish to apply to be paid on the Upper Pay Range in that school or educational establishment. The Trust shall not be bound by any pay decision of another school or educational establishment.

14.1.4. All applications should include the results of reviews or performance appraisals, including any recommendation on pay (or, where that information is not applicable or available, a statement and summary of evidence designed to demonstrate that the applicant has met the assessment criteria).

14.1.5. Applications should contain evidence from at least two recent appraisals and should explain how the Teacher has met the assessment criteria, listed below. Applications should be made in writing and submitted to the Principal / Head Teacher and include evidence of the standards outlined in the Appraisal Policy. The Trust uses a common application form for this purpose which is available upon request from the Principal / Head Teacher.

14.2. The Assessment

14.2.1. An application from a qualified teacher will be successful where the Local Governing Body is satisfied that:

14.2.1.1. the teacher is highly competent in all elements of the Post Threshold standards set out in the 2012 STPCD;

14.2.1.2. the teacher's achievements and contribution to the school are substantial and sustained for the purposes of this pay policy;

14.2.2. For the purposes of this Pay Policy:

14.2.2.1. 'highly competent' means performance which is not only good but also good enough to provide coaching and mentoring to other teachers, give advice to them and demonstrate to them effective teaching practice and how to make a wider contribution to the work of the Trust, in order to help them meet the relevant standards and develop their teaching practice;

14.2.2.2. substantial' means of real importance, validity or value to the Trust; play a critical role in the life of the Trust; provide a role model for teaching and learning; make a distinctive contribution to the raising of student standards; take advantage of appropriate opportunities for professional development and use the outcomes effectively to improve students' learning

14.2.2.3. 'sustained' means maintained continuously over a prolonged period, normally at least two school years.

14.2.3. The application will be assessed by the Principal / Head Teacher, and a Deputy Principal / Head Teacher following an initial assessment by the relevant Senior

Line Manager. Judgments will be made using the criteria in the Appraisal Policy together with staff performance data.

15. Processes and Procedures

15.1. The assessment will be made by the end of the Christmas term (Autumn1b) and communicated to all applicants individually on the same day.

15.2. If successful, applicants will move to the Upper Pay Range from the beginning of the academic year in which they are eligible to apply. Successful applicants will be placed on the first of three pay points in the Upper Pay Range which will be determined in line with the STPCD with points for upper 1, 2, and 3. All successful Upper Pay Range applicants will begin at the first point within this determined range.

15.3. If unsuccessful, feedback will be provided in writing by the within 10 working days of the decision. That feedback will involve a structured conversation using evidence supplied and verification or otherwise received.

15.4. Any appeal against a decision not to move the teacher to the Upper Pay Range will be heard under the Appeal arrangements set out in Appendix A.

16. Progression on Upper Pay Range

16.1. In accordance with STPCD a teacher will move up the Upper Pay Scale annually unless they are on a formal capability plan.

16.2. As set out in the Trust's Appraisal procedure the appraisal report should contain details of the objectives, an assessment of performance against those objectives and the relevant standards, an assessment of any continuing professional development needs, any aspirations and any actions recommended to progress them. Finally, the report should contain a recommendation on pay.

16.3. The appraisal reports will be reviewed by the Principal / Head Teacher and relevant line managers for the purposes of moderation.

16.4. The moderated reports will then be passed to the Pay Committee for final consideration and compliance of this policy of the pay recommendations contained within them.

16.5. If a teacher is unhappy with the pay decision, they may appeal the decision. The appeal will be heard under the Appeal arrangements set out in Appendix A.

17. Teaching and Learning Responsibility Payments (TLRs)

17.1. Teaching and Learning Responsibility payments (TLRS) will be awarded to posts identified in the attached staffing structure. The values of the TLR's will be structured in value so as to mirror the STPCD arrangements. (See Appendix C.)

17.2. To qualify for a TLR payment the Local Governing Body must be satisfied that the teacher's duties include a significant responsibility that is **not** required of all classroom teachers and which is:

17.2.1. Focused on teaching and learning;

17.2.2. Requires the exercise of a teacher's professional skills and judgement;

17.2.3. Requires the teacher to lead, manage and develop a subject or curriculum area; or to lead and manage student development across the curriculum;

17.2.4. Has an impact on the educational progress of other than the teacher assigned classes or groups of students; and

17.2.5. Involves leading, developing, and enhancing the teaching practice of other staff.

17.3. To qualify for a TLR1 payment, the significant responsibility defined above must include line management responsibility for a significant number of people; otherwise, a TLR2 payment will be appropriate. A teacher cannot hold a TLR1 and a TLR2 concurrently, but a teacher who receives either a TLR1 or TLR2 may also hold a concurrent TLR3. A TLR can be based on a job description that includes several different areas of significant responsibility.

17.4. TLR3 payments are awarded on a fixed term basis for clearly time-limited improvement projects, or one-off externally driven responsibilities or where teachers are undertaking planning, preparation, coordination of, or delivery of tutoring to provide catch-up support to students, and where that tutoring work is taking place outside of normal direct hours but during the school day. The duration of the fixed term will be established at the outset.

17.5. Where a TLR3 is awarded to a part-time teacher the value should not be amended to reflect the part-time hours of the individual in receipt of the award; the pro-rata principle does not apply to TLR3s.

17.6. A TLR payment is attached to a specific post in the staffing structure and therefore may only be held by two or more people when job sharing that post. TLRs awarded to part-time teachers will be paid in full if the post holder is solely responsible for that post otherwise will be pro-rated with the other job sharer.

18. Special Educational Needs Allowances

18.1. The Local Governing Body may award a SEN allowance to a classroom teacher:

18.1.1. in any SEN post that requires a mandatory SEN qualification and involves teaching pupils with SEN;

18.1.2. who teaches students in one or more designated special classes in the Trust, or in the case of an unattached teacher, in a local authority unit or service;

18.1.3. in any non-designated setting (including any short stay academy in England) that is similar to a designated special class or unit, where the post:

18.1.4. involves a substantial element of working directly with students with special educational needs;

18.1.5. requires the exercise of a teacher's professional skills and judgment in the teaching of students with special educational needs; and

18.1.6. has a greater level of involvement in the teaching of students with special

educational needs than is the normal requirement of teachers throughout the academy or unit or service.

18.2. Where a SEN allowance is to be paid, the Local Governing Body must determine the spot value of the allowance, considering the structure of the Trust's SEN provision and the following factors:

18.2.1. Whether any mandatory qualifications are required for the post;

18.2.2. The qualifications or expertise of the teacher relevant to the post; and

18.2.3. The relative demands of the post.

19. Unqualified Teachers' Pay and Allowances

19.1. The Local Governing Body will pay an unqualified teacher on one of the employment-based routes into teaching on the unqualified teachers' scale. This would be the case with Schools Direct salaried routes.

19.2. The Local Governing Body may pay an unqualified teachers' allowance to unqualified teachers when the Local Governing Body consider their basic salary is not adequate having regard to their responsibilities, qualifications and experience.

19.3. Such an allowance may be awarded where the teacher has:

19.3.1. Taken on a sustained additional responsibility which is:

19.3.1.1. focused on teaching and learning; and

19.3.1.2. requires the exercise of a teacher's professional skills and judgement; or

19.3.2. Qualifications or experience which bring added value to the role undertaken.

19.4. The circumstances which would trigger payment would be subject to the same criteria as for TLR posts and would only cover a situation where a qualified teacher could not be employed and in the unlikely event that such a person was asked to lead a curriculum area in the manner of a subject or pastoral leader.

20. Leadership Pay

20.1. The Principal / Head Teacher and any Deputy Principals / Head Teachers and Assistant Principals / Head Teachers within the Trust will each be assigned a pay scale which falls within the Leadership Pay Range set out in the current STPCD.

20.2. The Principal / Head Teacher's pay scale will be set by the Trust after considering the appropriate Head Teacher group in the current STPCD and the needs of the school. This can be changed in order to attract or retain a Principal / Head Teacher or when there have been significant changes in the responsibilities of the Principal / Head Teacher.

20.3. The pay scale for Deputy and Assistant Principals / Head Teachers will be set by the Trust after taking into account the current STPCD and the Principal / Head Teacher's pay scale and can be changed in order to attract or retain a Deputy or Assistant Principal / Head Teacher or when there have been significant changes in the responsibilities of a serving Deputy or Assistant Head Teacher / Principal.

20.4. All members of the Leadership Team must demonstrate sustained high quality of performance with particular regard to leadership, management and student progress.

20.5. There will be no automatic pay progressions for teachers in the Leadership Team: progression (if any) up the Leadership Pay Range will depend on performance in relation to agreed objectives. The Local Governing Body will consider whether to award one or two pay progression points in accordance with the provisions of the STPCD from time to time in force, at its absolute discretion.

20.6. The Human Resources Committee may consult with the Trust's Improvement Partner on matters relating to the Principal's / Head Teacher's performance should it wish to do so.

20.7. Teachers on the Leadership Pay Range are not subject to the provisions of the STPCD regarding directed time and may be required to work for more than 195 days and 1265 hours per year in order to fulfil the responsibilities of their position.

21. The Principal / Head Teacher

21.1. The Principal's / Head Teacher's pay grade can be changed by the Local Governing Body at any time in order to attract or retain a Principal / Head Teacher or when there have been significant changes in the responsibilities of the Principal / Head Teacher.

21.2. The Principal / Head Teacher should be aware that it is not permissible (under the current STPCD and as amended from time to time in force) for a Principal / Head Teacher to receive an increase in spinal point outside of the previous year's Individual School Range (ISR), unless the additional point (or more) is required for them to be placed on the minimum point of the new range.

22. Deputy Principal / Head Teacher and Assistant Principal / Head Teacher

22.1. The appropriate pay grade can be changed by the Local Governing Body at any time in order to attract or retain a Deputy or Assistant Principal / Head Teacher or when there have been significant changes in the responsibilities of the serving Deputy or Assistant Principal / Head Teacher.

22.2. Annual pay progression within the range for this post is not automatic. Progression (if any) along the appropriate pay range will depend upon performance in relation to agreed objectives. In addition, the Governors, in their absolute discretion, reserve the right to award bonus payments where exceptional performance is evident or for reasons relating to retention.

22.3. The Local Governing Body will consider whether to award one or two pay progression points in accordance with the provisions of the STPCD from time to time in force.

23. Executive Pay

23.1. The Chief Executive Officer

The Trust Board will pay their CEO in line with the leadership pay structure. The Trust Board will ensure that their decisions about levels of executive pay follow a robust evidence-based process and are reflective of the individual's roles and responsibilities. A panel of Directors will review the CEO performance, accessing external support as required. The Trust Board will discharge its responsibilities effectively, ensuring its approach to pay and benefits is transparent, proportionate and justifiable. The

rationale behind the decision-making process, including whether the level of pay reflects value for money will be recorded and retained.

23.2. Trust Executive Team

The Trust Board will determine the pay of the Trust Executive Team in line with the leadership pay structure and follow the same principles as that of the CEO. The CEO will review the performance and pay of the Executive Team annually.

The Trust is aware that it must publish on its website in a separate readily available accessible form the number of employees whose benefits exceed £100k in £10k bandings where applicable in order to comply with the Academy Trust Handbook. National and local benchmarks will also be used when determining all executive pay. The board will ensure that the national median for a Trust of this size will be the aspiration and will not be exceeded for any members of the executive team.

24. Part-Time Teachers

24.1. Teachers employed on an on-going basis at the Trust but who work less than a full working week are deemed to be part-time. The Local Governing Body will give them a written statement detailing their working time obligations and the standard mechanism used to determine their pay, subject to the provisions of the statutory working time arrangements and by comparison with the relevant academy's timetabled teaching week for a full-time teacher in an equivalent post.

25. Short Notice / Supply Teachers

25.1. Teachers employed on a day-to-day or other short notice basis will be paid based on a reference salary on the Main Pay Range in the STPCD. Pay will be calculated on a daily basis on the assumption that a full working year consists of 195 days; periods of employment for less than a day being calculated pro-rata.

26. Pay Increases Arising from Changes to the STPCD

26.1. All teachers are paid in accordance with the statutory provisions of the STPCD as updated from time to time.

27. Support Staff Pay

27.1. All support staff will be paid at the appropriate grade on the same pay spine (see Appendix E). Support staff includes employees performing the following roles:

27.1.1. Classroom support staff (e.g. teaching assistants)

27.1.2. Clerical, administrative, financial (and includes bursars and business managers)

27.1.3. Technical staff (e.g. IT technicians, staff supporting science, design and technology, food, art etc.)

27.1.4. Pastoral staff (including learning mentors)

27.1.5. Facilities, site or premises staff

27.1.6. Catering and cleaning staff

27.1.7. Lunchtime supervisors

27.2. The Trust may employ casual staff on an hourly paid basis where the requirement for certain types of work is not predictable: for example, bank staff covering support staff absences, exam invigilators, music or sports instructors. Hourly rates for casual staff will depend on the qualifications required for the post.

27.3. The Trust has discretion to temporarily re-grade staff who are covering for absent colleagues at a higher grade. Consideration will be given to the payment of an 'acting allowance' once a member of support staff has been covering the duties of an absent colleague for a period of more than 4 weeks and may be backdated to the start of the acting up period. If the relevant duties and responsibilities are shared, consideration may be given to paying an honorarium. An honorarium may also be paid in other exceptional circumstances.

27.4. The amount of any honoraria will depend on the individual circumstances of each case and be determined by the extent at which an employee has performed duties beyond their normal role or a specific task or over an extended period or where the additional duties and/or responsibilities are exceptionally onerous and required by the Principal / Head Teacher.

28. Basic Pay Determination on Appointment

28.1. The grade and range for each post will be determined at the recruitment stage in accordance with the demands and responsibilities of the post and considering differentials in comparison to other and similar posts. The salaries of new associate staff will be set within the range for the post and will not exceed the mid-point without the explicit approval of the Local Governing Body.

28.2. In determining the starting point for individual staff, within the range, account may be taken of the individual's skills, experience and qualifications and the prevailing market conditions.

28.3. The local Governing Body will determine the likely pay range for a vacancy prior to advertising it. On appointment it will determine the starting salary to be offered to the successful candidate.

29. Term Time Only Staff

29.1. A full working week is defined as 37 hours and a working year is 52.14 weeks.

29.2. Support staff who work less than full weekly hours are deemed to be part-time workers. Support staff who work less than full yearly weeks are deemed to be part-year workers. A member of support staff working term-time only may therefore be both a part-time worker and part-year worker.

30. Inflationary Pay Increases

30.1. Nationally agreed cost of living increases will be applied to staff paid on NJC pay scales and the same increases will be applied to staff on local terms and conditions.

31. Pay Progression

31.1. Annual progression within a pay range will be subject to meeting the criteria outlined in

the Support Staff Appraisal Policy. The appraisal reports will be reviewed by the Principal / Head Teacher and relevant line managers for the purposes of moderation.

31.2. The moderated reports will then be passed to the Local Governing Body for final consideration of the pay recommendations contained within them. These recommendations may either be approved (and a pay increase awarded in line with the report) or rejected (in which case no increase will be awarded). The Trust will ensure that appropriate funding is allocated for performance-based pay progression at all levels.

31.3. If an employee is unhappy with the pay decision (or lack of pay progression) they may appeal the decision using the process outlined at Appendix A.

31.4. Where an employee is absent due to long term sickness during the academic year or at the time of a salary review, pay and appraisal decisions will consider individual circumstances and will be based on the employee's performance during relevant periods of attendance. Where an employee is absent due to family-friendly leave (e.g. maternity leave, adoption leave paternity leave, parental bereavement leave, parental leave, shared parental leave etc.), decisions will be no less favourable than if the employee had not been absent due to such reasons.

32. Overtime

32.1. Support staff must seek approval from the Business Manager prior to any overtime being carried out.

PAY POLICY Appendix A
Appeals Procedure

An employee may request a review of their pay determination. An employee who wishes to appeal a determination in relation to their pay must comply with the procedure under this Policy. The matter should not be raised or dealt with under the Trust's Grievance Policy and Procedure. The reasons for seeking a review may include but are not limited to the person or Committee of the Local Governing Body who made the decision having:

incorrectly applied any provision of the pay policy;
failed to have proper regard for statutory guidance;
failed to take proper account of relevant evidence;
took account of irrelevant or inaccurate evidence;
being biased; or
unlawfully discriminated against the individual.

The individual will receive written confirmation of the pay determination and where applicable the basis on which the decision was made. If the employee is not satisfied, they should seek to resolve this by raising the matter informally with the Principal / Head Teacher within ten working days of the decision.

If the individual is not satisfied with the outcome of the informal discussion with the Principal / Head Teacher, they may follow the formal appeal process.

Formal Appeal Process

Following the informal discussion with the Principal / Head Teacher, where the individual remains dissatisfied with the pay determination, they may make a formal written representation to the Pay Committee.
The individual must set out in writing the specific grounds for questioning the pay decision, together with any evidence they wish the Pay Committee to consider. The written representation must be submitted within ten working days of the informal discussion.
The Pay Committee will meet to consider the representation without unreasonable delay. The individual will be given the opportunity to make representations in person and may be accompanied by a work colleague or recognised trade union representative.
The Principal / Head Teacher may be invited to attend the meeting to provide any relevant information requested by the Pay Committee. No information relating to the remuneration of other employees will be disclosed in the presence of the individual.
The Pay Committee will notify the individual of its decision in writing, including the reasons for the decision.

Appeal Hearing

Where the individual remains dissatisfied with the decision of the Pay Committee, they may appeal in writing within ten working days of receiving the Pay Committee's decision.
The appeal will be heard by an Appeals Committee comprising three governors who have had no prior involvement in the matter and who were not party to the original decision.
The appeal hearing will be held without unreasonable delay following receipt of the appeal by the

Clerk to the Local Governing Body.
The individual will be given the opportunity to make representations in person and may be accompanied by a work colleague or recognised trade union representative. The Appeals Committee may invite the Principal / Head Teacher and/or a representative of the Pay Committee to attend in order to explain the rationale for the decision under appeal. The individual will have the opportunity to ask questions of those presenting the management case.
The decision of the Appeals Committee will be final and will be confirmed in writing to the individual, with a copy provided to the Principal / Head Teacher. The written decision will include the reasons for the outcome.

The decision of the Governors at the appeal hearing is final.

PAY POLICY Appendix B

Pay Committee

Each Local Governing Body will have a Pay Committee comprised of three governors with the relevant skills set. None of the Pay Committee shall be employees of the Trust.

The Principal / Head Teacher may attend in an advisory capacity but will withdraw when their pay is under consideration.

The Principal / Head Teacher's pay will be determined through a separate process. (Refer to the Trust Governance document).

The terms of reference for the Pay Committee will be determined from time to time by the Trust. The current terms of reference are:

To implement the Pay Policy in a fair and objective manner and to consider any individual representations that may be made in respect of pay decisions;

To undertake an annual pay review for each member of staff based on the criteria set out in the paragraph headed "Pay Reviews" in the Pay Policy;

To observe all statutory and contractual obligations, including making arrangements to notify pay decisions to individual members of staff within appropriate timescales;

To minute clearly the reasons for all decisions and report these decisions to the next meeting of the Local Governing Body (in summary form and having due regard to confidentiality);

To recommend to the Local Governing Body the annual budget required for pay purposes, including provision for discretionary pay advancement arising from performance reviews;

To keep informed of relevant developments including legislation and statutory guidance affecting the Pay Policy and to review and to recommend changes or modification to the Local Governing Body, as appropriate and at least annually;

To carry out the performance review of the Principal / Head Teacher in consultation with an external advisor;

To work with the Trust's Improvement Partner.

PAY POLICY Appendix C
Pay Scales 2026/27

	Sept 2026-27
	All Grades 3.5%
M1	34068.06
M2	36040.60
M3	38398.96
M4	40938.74
M5	43527.46
M6	46937.44
U1	49132.53
U2	50954.62
U3	52834.02
L1	53583.18
L2	54924.42
L3	56295.90
L4	57696.41
L5	59134.40
L6	60618.36
L7	62248.65
L8	63686.64
L9	65275.82
L10	66953.28
L11	68690.00
L12	70273.12
L13	72030.41
L14	73825.18
L15	75662.28
L16	77674.75
L17	79421.15
L18	81455.39
L19	83476.32
L20	85545.63
L21	87662.11
L22	89839.06
L23	92063.17
L24	94456.61
L25	96691.61
L26	99083.84
L27	101537.74
L28	104058.16
L29	106634.22
L30	109288.89
L31	111988.31
L32	114771.17
L33	117622.98
L34	120530.41
L35	123526.14
L36	126584.75
L37	129730.44
L38	132941.44
L39	136181.47
L40	139578.72
L41	143065.46
L42	146651.38
L43	148827.12

Headteacher ranges	
Group	
1.00	L6-L18
2.00	L8-L21
3.00	L11-L24
4.00	L14-L27
5.00	L18-L31
6.00	L21-L35
7.00	L24-L39
8.00	L28-L43

UnQualified Teacher	
	2026-27 +3.5%
1.00	23391.25
2.00	26074.71
3.00	28757.10
4.00	31123.03
5.00	33809.72
6.00	36492.11

TLR	
	2026-27 +3.5%
TLR 1 (iii)	15390.81
TLR 1 (ii)	13137.78
TLR 1 (i)	10529.30
TLR 2 (iii)	8911.07
TLR 2 (ii)	6263.98
TLR 2 (i)	3648.69
TLR 3	Cash

SEN Allowance	
SEN	
	2026-27 +3.5%
SEN (iii)	5688.23
SEN (ii)	4233.52
SEN (i)	2883.29

PAY POLICY Appendix D
Staffing Structure
(each school should insert their own staffing structure, please include leadership discretionary points and Individual School Range for AHT, DHT and HT)

PAY POLICY Appendix E
Pay scale for Support Staff 2026/27 CE & CW, T&W and Shropshire

Cheshire East					Cheshire West					Telford & Wrekin					Shropshire			
Pay scale for support staff					Pay scale for support staff					Pay scale for support staff					Pay scale for support staff			
Grade	CE NJC SCP	2026-27	Hourly rate		Grade	CE NJC SCP	2026-27	Hourly rate		Grade	TW NJC SCP	2026-27	Hourly rate		Grade	Sh NJC SCP	2026-27	Hourly rate
2	2	25614.13	13.28		2	2	25614.13	13.28		Scale 1	2				1	2		
3	3	25614.13	13.28		3	2	25614.13	13.28			3	25614.13	13.28		2	3	25614.13	13.28
	4	26016.03	13.48			3	25614.13	13.28		Scale 2	3	25614.13	13.28		3	4	26016.03	13.48
4	5	26427.53	13.70			4	26016.03	13.48			4	26016.03	13.48		4	5	26427.53	13.70
	6	26846.49	13.92		4	4	26016.03	13.48		Scale 3	5	26427.53	13.70		5	6	26846.49	13.92
5	7	27273.98	14.14			5	26427.53	13.70			6	26846.49	13.92			7	27273.98	14.14
	8	27708.93	14.36			6	26846.49	13.92		Scale 4	7	27273.98	14.14		6	8	27708.93	14.36
	9	28153.47	14.59		5	6	26846.49	13.92			8	27708.93	14.36			9	28153.47	14.59
	10	28607.61	14.83			7	27273.98	14.14			9	28153.47	14.59			10	28607.61	14.83
	11	29070.28	15.07			8	27708.93	14.36			10	28607.61	14.83			11	29070.28	15.07
6	12	29541.48	15.31			9	28153.47	14.59			11	29070.28	15.07		7	12	29541.48	15.31
	13	30023.34	15.56			10	28607.61	14.83			12					13		
	14	30514.79	15.82			11	29070.28	15.07		Scale 5	13	30023.34	15.56			14	30514.79	15.82
	15	31014.77	16.08		6	11	29070.28	15.07			14	30514.79	15.82			15	31014.77	16.08
	16	31525.41	16.34			12	29541.48	15.31			15	31014.77	16.08			16		
	17	32045.64	16.61			13	30023.34	15.56			16	31525.41	16.34			17	32045.64	16.61
7	18	32577.61	16.89			14	30514.79	15.82			17	32045.64	16.61		8	18		
	19	33119.16	17.17			15	31014.77	16.08		Scale 6	18	32577.61	16.89			19	33119.16	17.17
	20	33672.44	17.45			16	31525.41	16.34			19	33119.16	17.17			20	33672.44	17.45
	21	34236.39	17.75			17	32045.64	16.61			20	33672.44	17.45			21		
	22	34810.99	18.04		7	17	32045.64	16.61			21	34236.39	17.75			22	34810.99	18.04
	23	35570.02	18.44			18	32577.61	16.89			22	34810.99	18.04		9	23	35570.02	18.44
8	24	36580.65	18.96			19	33119.16	17.17		SO1	23	35570.02	18.44			24	36580.65	18.96
	25	37562.48	19.47			20	33672.44	17.45			24	36580.65	18.96			25	37562.48	19.47
	26	38510.21	19.96			21	34236.39	17.75			25	37562.48	19.47		10	26	38510.21	19.96
	27	39481.38	20.46			22	34810.99	18.04		SO2 (26-2	26	38510.21	19.96			27	39481.38	20.46
	28	40444.03	20.96			23	35570.02	18.44			27	39481.38	20.46			28	40444.03	20.96
9	28	40444.03	20.96		8	23	35570.02	18.44			28	40444.03	20.96		PO1 (27-3	27	39481.38	20.46
	29	41177.48	21.34			24	36580.65	18.96		PO1 (27-3	27	39481.38	20.46			28	40444.03	20.96
	30	42123.07	21.83			25	37562.48	19.47			28	40444.03	20.96			29	41177.48	21.34
	31	43149.68	22.37			26	38510.21	19.96			29	41177.48	21.34			30	42123.07	21.83
10	31	43149.68	22.37			27	39481.38	20.46			30	42123.07	21.83		PO2 (28-3	28	40444.03	20.96
	32	44565.41	23.10			28	40444.03	20.96		PO2 (28-3	28	40444.03	20.96			29	41177.48	21.34
	33	45974.73	23.83		9	27	39481.38	20.46			29	41177.48	21.34			30	42123.07	21.83
	34	47605.80	24.68			28	40444.03	20.96			30	42123.07	21.83			31	43149.68	22.37
	35	49657.95	25.74			29	41177.48	21.34			31	43149.68	22.37		PO3 (29-3	29	41177.48	21.34
11	35	49657.95	25.74			30	42123.07	21.83		PO3 (29-3	29	41177.48	21.34			30	42123.07	21.83
	36	50977.73	26.42			31	43149.68	22.37			30	42123.07	21.83			31	43149.68	22.37
	37	52293.24	27.10		10	31	43149.68	22.37			31	43149.68	22.37			32	44565.41	23.10
	38	53761.20	27.87			32	44565.41	23.10			32	44565.41	23.10		PO4 (30-3	30	42123.07	21.83
	39	55222.77	28.62			33	45974.73	23.83		PO4 (30-3	30	42123.07	21.83			31	43149.68	22.37
	40	56780.27	29.43			34	47605.80	24.68			31	43149.68	22.37			32	44565.41	23.10
12	40	56780.27	29.43			35	49657.95	25.74			32	44565.41	23.10			33	45974.73	23.83
	41	58340.98	30.24		11	35	49657.95	25.74			33	45974.73	23.83		PO5 (31-3	31	43149.68	22.37
	42	60145.81	31.18			36	50977.73	26.42		PO5 (31-3	31	43149.68	22.37			32	44565.41	23.10
	43	61952.78	32.11			37	52293.24	27.10			32	44565.41	23.10			33	45974.73	23.83
	44	63582.78	32.96			38	53761.20	27.87			33	45974.73	23.83			34	47605.80	24.68
	45	64847.12	33.61			39	55222.77	28.62			34	47605.80	24.68		PO6 (32-3	32	44565.41	23.10
						40	56780.27	29.43		PO6 (32-3	32	44565.41	23.10			33	45974.73	23.83
					12	40	56780.27	29.43			33	45974.73	23.83			34	47605.80	24.68
						41	58340.98	30.24			34	47605.80	24.68			35	49657.95	25.74
						42	60145.81	31.18			35	49657.95	25.74		PO7 (33-3	33	45974.73	23.83
						43	61952.78	32.11		PO7 (33-3	33	45974.73	23.83			34	47605.80	24.68
						44	63582.78	32.96			34	47605.80	24.68			35	49657.95	25.74
						45	64847.12	33.61			35	49657.95	25.74			36	50977.73	26.42
											36	50977.73	26.42		PO8 (34-3	34	47605.80	24.68
										PO8 (34-3	34	47605.80	24.68			35	49657.95	25.74
											35	49657.95	25.74			36	50977.73	26.42
											36	50977.73	26.42			37	52293.24	27.10
											37	52293.24	27.10		PO9 (35-3	35	49657.95	25.74
										PO9 (35-3	35	49657.95	25.74			36	50977.73	26.42
											36	50977.73	26.42			37	52293.24	27.10
											37	52293.24	27.10			38	53761.20	27.87
											38	53761.20	27.87		PO10 (36-	36	50977.73	26.42
										PO10 (36-	36	50977.73	26.42			37	52293.24	27.10
											37	52293.24	27.10			38	53761.20	27.87
											38	53761.20	27.87			39	55222.77	28.62
											39	55222.77	28.62		PO11 (37-	37	52293.24	27.10
										PO11 (37-	37	52293.24	27.10			38	53761.20	27.87
											38	53761.20	27.87			39	55222.77	28.62
											39	55222.77	28.62			40	56780.27	29.43
											40	56780.27	29.43		PO12 (38-	38	53761.20	27.87
										PO12 (38-	38	53761.20	27.87			39	55222.77	28.62
											39	55222.77	28.62			40	56780.27	29.43
											40	56780.27	29.43			41	58340.98	30.24
											41	58340.98	30.24		PO13 (39-	39	55222.77	28.62
										PO13 (39-	39	55222.77	28.62			40	56780.27	29.43
											40	56780.27	29.43			41	58340.98	30.24
											41	58340.98	30.24			42	60145.81	31.18
											42	60145.81	31.18		PO14 (40-	40	56780.27	29.43
										PO14 (40-	40	56780.27	29.43			41	58340.98	30.24
											41	58340.98	30.24			42	60145.81	31.18
											42	60145.81	31.18			43	61952.78	32.11
											43	61952.78	32.11		PO15 (41-	41	58340.98	30.24
										PO15 (41-	41	58340.98	30.24			42	60145.81	31.18
											42	60145.81	31.18			43	61952.78	32.11
											43	61952.78	32.11			44	63582.78	32.96
											44	63582.78	32.96		PO16 (42-	42	60145.81	31.18
										PO16 (42-	42	60145.81	31.18			43	61952.78	32.11
											43	61952.78	32.11			44	63582.78	32.96
											44	63582.78	32.96			45	64847.12	33.61
											45	64847.12	33.61					

PROBATION POLICY AND PROCEDURE

1. Introduction

1.1. The probationary period is a 'trial period', to enable the assessment of an employee's suitability for the job for which they have been employed. Everyone involved in the probationary period for a new employee must appreciate that this is a two-way process: the degree to which a new entrant develops into a fully effective member of the school depends not only on their own skills and attributes but also on the assistance and encouragement received during the probation period.

1.2. This is a non-contractual policy and does not form part of the employees' terms and conditions of employment.

2. Purpose

2.1. The procedure allows for monitoring, formally reviewing and providing feedback on the performance of new employees in the following areas:

2.1.1. Quality and quantity of work

2.1.2. Attitudes and motivation

2.1.3. Conduct and attendance

2.1.4. Compliance with policies and procedures

2.1.5. Leadership and management (if appropriate)

2.2. Further information in the ways that these criteria may be displayed is found in appendix 1.

3. Scope

3.1. This procedure applies to all new employees, employed by the schools regardless of fixed term, full or part-time status. Where a six month (or less) fixed-term contract is issued the probationary period will run concurrently with the contract.

3.2. In the case of Early Career Teachers (ECTs) their regular mentoring and reporting of their progress to the school's induction tutor and the Appropriate Body (AB) will take the place of the review meetings described in 7.1.6, but in all other respects they will follow the process described in this policy.

3.3. Employees in their probationary period are not subject to formal capability, sickness management and disciplinary procedures. If issues of conduct, sickness and/or poor performance arise during the probationary period, the probationary procedure (or where appropriate the associated guidance for dealing with disciplinary issues during probation – see section 8) should be used to address such matters.

4. Equal Opportunities

4.1. The probationary period must be fair and in accordance with employment law and the schools Single Equalities Policy.

5. Responsibilities

5.1. The school is responsible for maintaining fair, consistent, and objective procedures for matters relating to employee probation.

5.2. Managers are responsible for:

5.2.1. Ensuring the employee is aware of this probation policy and procedure;

5.2.2. Explaining the expected standard of performance, how performance will be monitored, and expected standards of conduct to the new employee;

5.2.3. Completing probation reviews as appropriate for the new employee;

5.2.4. Ensuring probation documentation is completed in a timely manner;

5.2.5. Notifying the employee of any probation review meetings in advance so that both parties have time to prepare;

5.2.6. Identifying any potential for the employee to fail to meet the standards required and taking appropriate action quickly whilst maintaining liaison with HR if appropriate

5.2.7. Ensuring that systems are in place to support and monitor the employee's work throughout the probationary period in order that they receive such assistance as is reasonable to fulfil the duties and responsibilities of the post.

5.3. Employees are responsible for:

5.3.1. Ensuring that they are familiar with the standards and requirements of the job role;

5.3.2. Ensuring that they take an active part in the probation review meetings;

5.3.3. Undertaking any learning and development activities agreed with the manager.

6. Timing

6.1. Probation reviews should normally be conducted within the timescales laid down in the procedure. However, if there is a valid reason to do so, timescales can be varied by management. The employee should be given an explanation if this occurs and informed when a response or meeting can be expected. Delays should not normally exceed 10 working days.

7. Managing the probationary procedure

7.1. Timescales for probation

7.1.1. The probation period is for six months (and may, in certain circumstances, be extended by up to a half term or, in exceptional circumstances, longer for teaching staff, or up to ten weeks for support staff).

7.1.2. During the probation period, the notice period for all new employees (teaching

and support staff) will be in accordance with their contract of employment.

7.1.3. Employees must be informed from the outset of their employment of the purpose of probation and the standards of performance, attendance and conduct expected of them. They must be told that their progress will be carefully monitored by their manager throughout the probation period and they should be encouraged to seek help and guidance whenever necessary.

7.1.4. The appraisal of new probationers is a continuous process. Managers should make regular checks of the employee's work, attendance and conduct and tell them how their progress is viewed. They should also be ready to listen to any comments made by the employees themselves. It is good practice for managers to hold regular one to one meeting with the employee in order to ensure a good working relationship and provide feedback on the employee's progress.

7.1.5. The manager should conduct a total of up to three formal probationary reviews with a new employee.

7.1.6. For teaching staff, these probation reviews should normally take place at approximately half-termly intervals, i.e., equally spaced during the duration of the probation period. However, should it become apparent that there are concerns regarding an employee's performance, then additional probation review meetings may be scheduled as required.

7.2. For support staff notice will be in accordance with your contract of employment.

7.2.1. On completion of six weeks' service (first review)

7.2.2. On completion of three months' service (second review)

7.2.3. On completion of six months' service (final review)

7.3. However, should it become apparent that there are concerns regarding an employee's performance and suitability at the three-month stage, an additional probation review meeting will be scheduled on completion of 18 weeks' service.

7.4. The reviews should take the form of a confidential meeting between the manager and employee, although a senior manager may also be present if appropriate. The timescales must be observed so that any concerns or developmental needs are addressed in a timely manner and in the event that performance is insufficient, appropriate notice (see 7.1.2) must be given within the probationary period.

8. Review meetings

8.1. The purpose of review meetings is for the manager to evaluate the employee's performance and discuss any significant issues with the member of staff. If improvements in performance are required, there should be a discussion about how to make the necessary improvements, including appropriate management support and training.

8.2. Additional review meetings will only take place if there are serious concerns about an

employee's suitability and effectiveness. In circumstances where there is a high likelihood that the employee will not meet the required standard, the employee must be informed that this may (in exceptional circumstances) result in their dismissal (with one month's notice), or that their contract will not be made permanent at the end of their probationary period. Where additional reviews are held, the manager should consider whether it is a likely outcome that:

8.2.1. The employee has made sufficient progress to confirm that the probation period has been satisfactory and continued employment will be confirmed, or

8.2.2. The employee will require an extension to their probationary period to give them additional time to demonstrate that they can meet the required standards (see section 8), or

8.2.3. The employee should be dismissed at this stage (see section 9)

8.3. After discussion at the meeting, outcomes should be agreed, documented and a record kept on the employee's file.
At the end of the probationary period (standard or extended) the employee will have either been deemed to be suitable for employment and the employment confirmed or the contract will cease after the prescribed date (this is different to dismissal – see section 9).

9. Extensions of the probation period

9.1. An extension of the probation period may be allowed if there are definite indications, not just hope, that the employee will achieve the standard required for confirmation given further time. An extension period will not normally exceed a half term for teaching staff and 10 weeks for support staff, except in exceptional circumstances.

9.2. Employees will be notified about any decision to extend their probationary period at the appropriate review meeting (see section 7 above). At this meeting, the employee will be told:

9.2.1. The reasons why performance has been unsatisfactory to date;

9.2.2. The duration of the extension of the probationary period;

9.2.3. The targets that they will need to meet during the extended probationary period;

9.2.4. That an extension of the probationary period may result in their contract being made permanent, or dismissal, or their contract not being made permanent at the end of the period.

10. Disciplinary / capability issues arising <u>during</u> the probationary period leading to termination of employment / dismissal

10.1. Warnings and dismissal during the probationary period are excluded from the school's Absence Management, Capability and Disciplinary Policies and Procedures.

10.2. The school may terminate the appointment at any time during the period if

a probationer clearly falls below the required standards of performance or conduct and insufficient improvement is expected.

10.3. Where, at any stage of the process, a dismissal is a likely outcome, the manager must consult with HR before proceeding with a final review meeting. A management investigation will be conducted in more complex cases. The following processes must be followed:

10.3.1. The manager must write to the employee giving five days' notice of the meeting and setting out:

10.3.1.1. The date, time and purpose of the next review meeting

10.3.1.2. The reasons why performance or conduct has been unsatisfactory to date

10.3.1.3. That dismissal may be a potential outcome of the meeting

10.3.1.4. That they are entitled to be accompanied to the meeting by a trade union representative or work colleague

10.3.1.5. That the Head / Principal or other appropriate senior manager will attend and chair the meeting

10.3.2. The employee, the manager and the Head/Principal will meet to discuss the issues. Advisors and witnesses will be invited as appropriate. The Head/Principal will decide the outcome of the meeting (which may be dismissal or other appropriate measure including first and final written warnings) and will communicate this to the employee.

10.3.3. Warnings will be retained on an employee's file and will be considered in any subsequent disciplinary matter either during or after the probation period. In any event warnings will be disregarded for disciplinary purposes after the following timescales, provided that there is continued satisfactory conduct:

10.3.3.1. Written warning - 9 months

10.3.3.2. Final written warning - 12 months

11. Written notification of decision

11.1. The headteacher will confirm their decision and the right to appeal to the employee in writing within five working days.

12. Review

12.1. This policy will be reviewed every two years.

Appendix 1 - Examples of Effective Behaviours (this list is not exhaustive and should not be used as a checklist)

Quality and quantity of work, which may include (but is not limited to) consideration of:

Understanding and delivery of agreed targets or service

Problem solving and developing ideas

Managing own workload effectively and contributing to the work of the team

Improving value for money

Attitudes and motivation, which may include (but is not limited to) consideration of:

Demonstrating commitment to the values of the school

Building positive relationships with colleagues

Identifying and undertaking learning activities to meet development needs

Effectively handling difficult situations and using sound judgement

Accepting responsibility

Conduct and attendance, which will include (but is not limited to) consideration of:

Behaving professionally and appropriately at all times

Considering the effects of actions on others

Timekeeping

Attendance and sickness record

Compliance with policies and procedures, which will include (but is not limited to) consideration of procedures relating to the following:

Finance

Health and Safety

HR

IT

Data protection and confidentiality

Leadership and management (if appropriate), which may include (but is not limited to) consideration of the following:

Demonstrating commitment to developing employees

Encouraging staff involvement

Motivating, empowering and supporting employees

Effectively managing the performance of your staff

PUNCTUALITY POLICY

1. Introduction

1.1. This policy applies to all employees of the Trust irrespective of their level or grade. The Trust reserves the right to amend this policy at any time.

2. Expectations of the Trust

2.1. All employees are expected to be at their place of work and ready to work at their specified start time.

2.2. If you are going to be late for any reason, you must inform the CEO / Principal / Head Teacher or academy Business Manager by telephone without delay and in any event not later than your expected start time, giving the reasons for your delay and the likely time of your arrival. You must immediately report to the CEO / Principal / Head Teacher or academy Business Manager upon your arrival giving full details of the reason(s) for your lateness.

3. Persistent Absence

3.1. Persistent lateness and deliberate falsification of any records or forms (for example, timesheets, sickness self-certification etc.) will render you liable to disciplinary action up to and including summary dismissal in accordance with the Trust's Disciplinary Policy and Procedure.

3.2. The Trust reserves the right to recover (whether by deduction or otherwise) any pay, or salary paid for any time that has not been worked.

RECRUITMENT OF APPLICANTS WITH A CRIMINAL RECORD POLICY

1. Introduction

1.1. This policy outlines the Trust's policy on asking questions about a prospective (or existing) member of staff's criminal record and carrying out Disclosure and Barring Service (DBS) checks. The Trust complies with the provisions of the DBS Code of Practice, a copy of which is available on request.

1.2. This policy does not form part of any employee's terms and conditions of employment and is not intended to have contractual effect. It is provided for guidance to all members of staff at the Trust who are required to familiarise themselves and comply with its contents, including volunteers, apprentices, agency workers, workers and employees. Prospective candidates will also have access to this policy. The Trust reserves the right to amend its content at any time.

1.3. This policy sets out the Trust's commitment to comply with its obligations under the DBS Code of Practice, to treat prospective staff fairly and not to discriminate unfairly against any subject of a criminal record check on the basis of a conviction or other information revealed.

2. Purpose and Scope of this Policy

2.1. The Trust welcomes applications from a wide range of applicants and having a criminal record will not necessarily prevent you from working with the Trust. The Trust will take into account the circumstances and background of any offence(s) and whether it or they are relevant to the position in question, balancing the rights and interests of the individual, its employees, students/parents, school community, third parties and the public.

2.2. The Trust will treat all applicants, employees, staff and volunteers fairly but reserves the right to withdraw an offer of employment if you do not disclose relevant information, or if an Enhanced DBS check reveals information which it reasonably believe would make you unsuitable for the role.

2.3. The Trust is committed to providing equality of opportunity to all and aims to select people for employment on the basis of their individual skills, abilities, experience, knowledge and, where appropriate, qualifications and training.

2.4. Certain criminal convictions as defined in the Rehabilitation of Offenders Act 1974 (Exceptions Order 1975), prohibit those individuals from attempting to engage in regulated activity involving children. The Trust therefore asks candidates about whether they have any criminal convictions that would prevent them from fulfilling the role. This is to ensure the candidate is suitable to work for the Trust. The Trust is also required to carry out a DBS check in order to determine your suitability for the role.

2.5. The safeguarding of children is of paramount importance to the Trust and consideration of any previous conviction or adult caution (except those which are “protected” as defined in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013 and amended in 2020) is an essential and non-negotiable part of the pre-employment check process.

2.6. The Trust will, however, consider any person with a criminal record for employment on a case-by-case basis.

3. Rehabilitation of Offenders Disclosure

3.1. In view of the fact that all positions within the Trust’s academies (and many roles within the Trust itself) will amount to "regulated positions", all applicants for employment must declare all previous convictions and adult cautions (except those which are “protected” as defined in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013 and amended in 2020).

3.2. The Trust therefore asks shortlisted job applicants to disclose any cautions or convictions but will not ask job applicants questions about criminal history that would be filtered or protected, nor expect them to disclose any protected convictions.

3.3. The Trust will not unfairly discriminate against any applicant for employment on the basis of conviction or other details revealed. The Trust makes appointment decisions on the basis of merit and ability. If an applicant has a criminal record this will not automatically debar them from employment within the Trust. Instead, each case will be decided on its merits in accordance with the objective assessment criteria.

3.4. A failure to disclose a previous conviction or adult caution may lead to an application being rejected, an offer of employment being withdrawn or, if the failure 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.

3.5. Under the relevant legislation, it is unlawful for the Trust to employ anyone who is included on the lists, maintained by the DfE and the Department of Health, of individuals who are considered unsuitable to work with children. In addition, it will also be unlawful for the Trust to employ anyone who is the subject of a disqualifying order made on being convicted or charged with the following offences against children: murder, manslaughter, rape, other serious sexual offences, grievous bodily harm or other serious acts of violence.

3.6. It is a criminal offence for any person who is disqualified from working with children to attempt to apply for a position within the Trust. If the Trust:

3.6.1. receives an application from a disqualified person;

3.6.2. is provided with false information in, or in support of, an applicant's application; or

3.6.3. has serious concerns about an applicant's suitability to work with children,

3.6.4. it will report the matter to the Police, DBS and/or the DfE.

4. Recruitment of Applicants with a Criminal Record

4.1. Once the Trust has selected the successful candidate, it will make a conditional offer of employment; whereby receipt of a satisfactory Enhanced DBS check, (including the Children's Barred List where applicable to the role) will be required.

4.2. Where the individual is a member of the DBS update service in the relevant workforce and at the required level, the Trust will, with the individual's permission, carry out a status check on any current certificate.

5. Assessment Criteria

5.1. 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 ensure an open and fair discussion takes place and considers the following factors before reaching a final recruitment decision:

5.1.1. whether the conviction or other matter revealed is relevant to the position in question;

5.1.2. the seriousness of any offence or other matter revealed;

5.1.3. the length of time since the offence or other matter occurred;

5.1.4. whether the applicant has a pattern of offending behaviour or other relevant matters;

5.1.5. whether the applicant's circumstances have changed since the offending behaviour or other relevant matters; and

5.1.6. the circumstances surrounding the offence and the explanation(s) offered by the convicted person.

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

5.2.1. adults: murder, manslaughter, rape, other serious sexual offences, grievous bodily harm or other serious acts of violence;

5.2.2. children or adults: serious class A drug-related offences, robbery, burglary, theft,

deception or fraud.

5.3. 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.

5.4. 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 10 years.

6. Assessment Procedure

6.1. 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 before a position is offered.

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

7. Retention and Security of Disclosure Information

7.1. The Trust is committed to ensuring that all information provided about an individual's criminal record, including any information released in disclosures, is used fairly, and stored and handled appropriately and in accordance with the provisions of relevant data protection legislation. Data held on file about an individual's criminal convictions will be held only as long as it is required for employment and/or safeguarding purposes and will not be disclosed to any unauthorised person.

7.2. 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:

7.2.1. 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 Senior Leadership Team and the CEO / Principal / Head Teacher 's Personal Assistant;

7.2.2. not retain disclosure information or any associated correspondence for longer than is necessary. In most cases, the Trust will not retain such information for longer than 6 months although it 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;

7.2.3. ensure that any disclosure information is destroyed by suitably secure means such as shredding; and

7.2.4. prohibit the photocopying or scanning of any disclosure information.

REDUNDANCY POLICY

1. Introduction

1.1. It is the Trust's intention to manage the Trust in a manner which results in secure employment for its employees. The Trust will always try to avoid the need for compulsory redundancies but sometimes these may be necessary, for example, where the pattern or volume of the work changes or the requirements for employees reduces.

1.2. This policy only applies to employees of the Trust who have two or more years continuous service with the Trust. It does not form part of any employee's terms and conditions of employment with the Trust and is not intended to have contractual effect. It is provided for guidance purposes only and we reserve the right to amend this policy at any time.

1.3. In following any redundancy procedure, the Trust will not discriminate directly or indirectly on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation (the protected characteristics). Part-time workers and fixed-term employees will not be treated less favourably than full-time or permanent comparators.

2. The Purpose of the Policy

2.1. The purpose of this policy is to ensure that, whenever a reduction in employee numbers becomes necessary, the Trust will:

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

2.1.2. handle the redundancy exercise in a fair, consistent and sympathetic manner;

2.1.3. try to find ways of avoiding compulsory redundancies;

2.1.4. consult with potentially affected employees and with recognised trade unions and/or employee representatives, where applicable; and

2.1.5. ensure any selection for compulsory redundancy is undertaken fairly and reasonably.

3. Avoiding Compulsory Redundancies

3.1. Where the Trust is proposing to make redundancies, it will enter into consultation with all affected employees on an individual basis and, where required, also with recognised trade unions and/or employee representatives.

3.2. In the first instance, the Trust will consider steps that might, depending on the circumstances, be taken to avoid the need for compulsory redundancies. Examples of such steps include:

3.2.1. Natural wastage;

3.2.2. Salary freezes;

3.2.3. Reviewing the use of casual or agency staff, self-employed contractors and

consultants;

3.2.4. Restricting recruitment in all areas or potentially affected areas including those areas into which affected employees might be redeployed;

3.2.5. Reducing overtime in affected departments or service areas, although the Trust must ensure that in doing so contractual commitments are still met and essential services continue to be provided;

3.2.6. Considering the introduction of short-time working, job-sharing or other flexible working arrangements, where these are practicable;

3.2.7. Identifying suitable alternative work with us that might be offered to potentially redundant employees;

3.2.8. Inviting applications for early retirement or voluntary redundancy. In all cases the acceptance of a volunteer for redundancy will be a matter of the Trust's discretion and it reserves the right not to offer voluntary redundancy terms or to refuse an application where it is not in the interests of the Trust to do so.

3.3. Any measures adopted must not adversely affect the Trust or its ability to deliver educational services and pastoral / support services to its students.

4. Can Employees Choose Voluntary Redundancy?

4.1. Employees may express an interest in volunteering for redundancy and, in some cases, the Trust may ask for expressions of interest. However, there is no guarantee that an expression or interest in or request for voluntary redundancy will be agreed. Each case will be considered by reviewing the needs of the Trust, its students, the costs and overall impact on the Trust.

5. Making Compulsory Redundancies

5.1. When it is not possible to avoid potential compulsory redundancies, all affected employees and, where required, recognised trade unions and/or employee representatives, will be advised and consulted on the procedure that will then be followed and the criteria that will be applied.

5.2. The criteria used to select those employees who will potentially be made redundant will be objective, transparent, fair and based on the skills required to meet the Trust's existing and anticipated needs. A record will be kept of the selection process and results.

5.3. Those employees who have been provisionally selected for redundancy will be consulted with individually.

5.4. Employees selected for redundancy will be given written notice of termination of employment in accordance with their contracts of employment and the terms specifying contractual notice (subject to minimum statutory requirements). The Trust, at its absolute discretion, may make a payment in lieu of notice or place an employee on garden leave for all or part of the notice period. Employees will also receive written confirmation of the payments that they will receive. Employees will be given the opportunity to appeal against this decision.

6. Alternative Employment

6.1. The Trust will continue to look for alternative employment for any employee selected for redundancy and inform them of any vacancies that it has until their termination date. The manner in which employees selected for redundancy will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. Alternative employment may be offered subject to a trial period, where appropriate.

6.2. If suitable alternative employment is available, the employee will receive a written offer detailing the terms and conditions applicable to the new employment. The employee must confirm their acceptance in writing.

6.3. If an employee refuses an offer of alternative employment, they must do so in writing, setting out their reasons. Unreasonable refusal of an offer of suitable alternative employment will lead to loss of the employee's right to a statutory redundancy payment.

<u>Pregnancy and family friendly leave</u>

We will offer you first refusal of any suitable alternative employment, where this is available, whilst you are on statutory maternity, adoption or shared parental leave.

In addition, this right extends to the following periods:

- **Maternity Leave**: from the day you inform us of your pregnancy where this is on or after 6th April 2024, until 18 months from either the first day of your EWC or the exact date of birth (where you notified us of this before the end of your maternity leave) provided your statutory maternity leave ends on or after 6th April 2024.
- **Adoption Leave** - If your statutory adoption leave ends on or after 6th April 2024, until 18 months from the placement of adoption (or the date the child enters Great Britain if adopting from overseas).
- **Shared Parental Leave** - If you take a period of at least 6 consecutive weeks of shared parental leave, which begins on or after 6th April 2024, until 18 months from ether:
  - i. the first day of your EWC, or the exact date of birth if you notified us of this before the end of your maternity leave, (unless you are otherwise protected under Maternity Leave);
  - ii. the placement of adoption (unless you are otherwise protected under Adoption Leave); or the date the child enters Great Britain if adopting from overseas (unless you are otherwise protected under Adoption Leave).

7. Time off to Seek Work

7.1. Employees under notice of termination of employment by reason of redundancy will be entitled to take a reasonable amount of paid time off work to look for alternative employment or to arrange training for future employment.

8. What if I want to leave before the end of the notice period?

8.1. It may be possible for you to agree with the Trust an earlier leaving date. However, this will be at the Trust's absolute discretion and, if this cannot be agreed, you would need to resign to bring your employment to early end. A resignation during the notice period would mean that you are not treated as "dismissed" by reason of redundancy and there would be no entitlement to a statutory redundancy payment.

9. What if I ger another job outside of the Trust before the notice period ends?

9.1. Where the following situation applies:

9.1.1. You receive an offer of a job from a Modification Order body; and

9.1.2. That job offer was made while you were under notice of redundancy, and before the

end of your notice period; and

9.1.3. The start date of that new job is within four weeks (including five Sundays) of the end of the notice period, the Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999 ("the Modification Order") will apply and you will not be entitled to any redundancy payment. This is because the Modification Order operates to deem that your employment with the Trust will have continued for the purposes of redundancy payments (and pension, as appropriate) into that new employment.

10. Redundancy Pay

10.1. If you have 2 or more years' continuous service you may qualify for a statutory redundancy payment, which is calculated by reference of age, weekly gross pay (capped as per statute) and length of service (capped at 20 years), as set out in the Employment Rights Act 1996.

11. Redundancy Appeal Procedure

11.1. If you wish to appeal against a decision to dismiss you by reason of redundancy, you should write in the first instance (unless informed otherwise) to the CEO / Principal / Head Teacher who will liaise with the Local Governing Body to convene an appeal hearing. The appeal must be submitted within 10 working days of the decision you are appealing against, setting out the grounds and basis for your appeal.

11.2. Redundancy appeals will usually be conducted and determined by a panel of three members of the Local Governing Body.

11.3. You have the right to be accompanied by a work colleague or an accredited trade union official at any appeal hearing and will be given a full opportunity to state your case.

11.4. The appeal hearing will be minuted by a note taker and you will be supplied with a copy of the minutes as soon as is reasonably practicable after the hearing.

11.5. No decisions will be reached during the hearing itself. The appeal panel will need to consider all the evidence together with the representations you have made, and in some cases may need to carry out further investigations before a decision can be reached.

11.6. You will be notified of the result of the appeal in writing without unreasonable delay. The appeal decision is the final stage of the Trust's redundancy procedure.

12. Pension Implications

12.1. **Members of the Local Government Pension Scheme (LGPS)**

12.1.1. If you are a member of the LGPS, are **over the age of 55** and have more than 2 years' membership in the LGPS, you are entitled to immediate payment of your benefits based on your membership built up to the day you leave employment. We are required to make any necessary payments to your pension fund to ensure that there is no reduction for you being paid earlier. Further details will be provided should this apply to you.

12.1.2. If you a member of the LGPS, are **under the age of 55** and have more than 2 years' membership in the LGPS, your pension built up to the date you leave employment will

become a deferred benefit. It will increase each year with the cost of living and is payable at your normal pension age. You can choose to have your deferred benefit payable at any time from age 55 but it may be reduced for being paid early and for longer. You may request to transfer your deferred benefit to another pension scheme at any time before payment.

12.2. **Members of the Teachers' Pension Scheme (TPS)**

12.2.1. Your pension built up to the date you leave employment will become a deferred benefit. It will increase each year with the cost of living and will be payable at your normal pension age.

12.2.2. If you find employment at another school, academy or academy trust which entitles you to membership of the TPS, you should be able to start or continue in your membership of the TPS (subject to the scheme rules in force at that time).

12.2.3. If you find employment which is non-teaching but with the local authority, you should be able to join the Local Government Pension Scheme instead (subject to the scheme rules in force at that time).

12.2.4. If you find employment with an employer which does not entitle you to membership of the TPS, you may have a number of options (dependant on the scheme rues from time to time in force):

12.2.4.1. you may be able to **transfer** your TPS pension to a scheme run by your new employer;

12.2.4.2. you may be able to keep your pension in the TPS, although you will not be able to contribute to it;

12.2.4.3. your contributions will be refunded automatically if you have been a member of the scheme for less than 2 years.

RETIREMENT POLICY

1. Introduction

1.1. This policy applies to employees of the Trust only. It does not form part of any employee's terms and conditions of employment with the Trust and is not intended to have contractual effect. The trust may amend this policy from time to time and will notify employees of any changes to this policy within one month of the date on which the change takes effect.

1.2. The Trust currently has no fixed retirement age although this will be reviewed from time to time by the Trust Board to reflect the Trust's organisational and educational needs. The Trust acknowledges that retirement is a matter of choice for individuals and will not pressurise employees into resigning because they have reached or are approaching a certain age.

1.3. Employees are free to retire whenever they choose, and the Trust is proud to employ people of all ages as it considers that age diversity is beneficial to the organisation and recognises the contributions of all employees including the skills and experience of older employees. The Trust is committed to not discriminating against employees because of age and adheres to the principles set out in the Equal Opportunities and Diversity Policy.

2. Purpose of the Policy

2.1. This policy forms part of the Trust's underlying strategy to promote equal opportunities and to avoid unlawful discrimination. In following this retirement policy, the Trust will not discriminate directly or indirectly on the grounds of age, disability, gender reassignment. Marriage and civil partnership, pregnancy or maternity, race, religion or belief, sex or sexual orientation.

2.2. The Trust believes that employees should be allowed to continue to work for as long as they wish, and when to voluntarily retire should be a matter of choice for employees. This policy aims to create a framework for workplace discussions, enabling employees to express their preferences and expectations with regard to their future plans (which may include retirement) to enable the Trust to plan for educational and pastoral continuity for its students.

3. Discussing Future Plans

3.1. The Trust will not assume that you wish to retire simply because you are approaching a certain age or that your performance at work will necessarily decline with age.

3.2. The CEO / Principal / Head Teacher / HR may want to meet with you to discuss your short, medium and long-term plans, as the need arises. For example, if your personal circumstances change or a promotion opportunity arises you may wish to explore a different working pattern or to stop work altogether.

3.3. The Trust needs to plan for its organisational, educational, pastoral needs and requirements, and may indicate to staff from time to time that it would be helpful to know what their plans are. There is no obligation for you or the Trust to hold workplace discussions about your future plans, but it may be mutually beneficial to do so.

3.4. The Trust will not make generalised assumptions that performance will decline with age, whether due to competence or health issues. If the Trust thinks there are problems concerning your performance or ill-health, these will be dealt with in the usual way,

through the Managing Sickness Absence policy, or Capability Policy set out in this handbook.

3.5. If a workplace discussion takes place the Trust will aim to make it as informal as possible.

3.6. During any workplace discussion:

3.6.1. The Trust will not assume that you want to retire just because you are approaching a certain age, such as state pension age; and

3.6.2. The trust will not make discriminatory comments, suggesting that you should move on due to age.

3.7. If you indicate that you are thinking of retiring, you are free to change your mind at any time until such time as you have actually given notice to terminate your employment.

3.8. Your employment or promotion prospects will not be prejudiced because you have expressed an interest in retiring or changing work patterns.

3.9. If you express an interest in moving to a more flexible working pattern or changing role, the Trust will confirm that this is what you want before any action is taken which could affect your employment, such as a change to your or responsibilities.

4. Giving Notice of Retirement

4.1. If you decides to retire, the Trust would appreciate as much notice as possible, although you are required to give the Trust at least the notice you are contractually obliged to give under your contract of employment.

4.2. If you change your mind about retiring after you have given the Trust formal written notice of your retirement, the Trust is not obliged to allow you to withdraw that notice but may exercise its discretion to allow you to do so. You should therefore think very carefully before formalising any decision to retire.

4.3. On receipt of your written notice, the Trust will:

4.3.1. Acknowledge your resignation and confirm the effective date of termination.

4.3.2. Discuss with you any leaving arrangements, such as a handover, succession plans, pension arrangements etc.

4.3.3. Discuss with you any other usual arrangements and procedures for leaving that will also apply.

4.4. If you are a member of the Teachers' Pension Scheme or the Local Government Pension Scheme, the benefits you receive if you take your pension will be determined in accordance with the provisions of the pension scheme to which you belong.

4.5. When you decide to retire, the extent of any benefits will depend on a number of factors and further details are available from the academy Business Manager or www.lgpsmember.org or www.teacherspensions.co.uk.

SAFEGUARDING POLICY

1. Introduction

For multi-academy trusts to operate effectively, clear safeguarding arrangements must be in place. At OLHOC, safeguarding is taken extremely seriously. All arrangements for safeguarding and promoting the welfare of children must fully comply with Keeping Children Safe in Education (KCSIE), 2026 and relevant legislation.

The Trust Board of Directors holds ultimate accountability for safeguarding. They receive assurance through local governing bodies, Headteachers, and Designated Safeguarding Leads (DSLs). Where shortfalls or areas for improvement are identified, academies must outline how these will be addressed, with clear actions and timescales.

2. Safeguarding Roles and Responsibilities

- **Trust Board Directors / CEO** – Hold overall accountability for safeguarding across the Trust.
- **Local Governing Body** – Ensure school-level compliance and review safeguarding policy, processes and procedures.
- **Safeguarding Lead Governor (Senior Lead)** – Provides governance oversight and challenge.
- **Headteacher** – Responsible for implementing safeguarding arrangements within the school and checking compliance. They are responsible for providing assurances to the local governing body.
- **Designated Safeguarding Leads (DSLs)** – Lead on operational safeguarding concerns and procedures and processes.

3. Responsibilities within Schools and Settings

The Trust delegates operational safeguarding responsibility to each academy.

- Local governing bodies must adopt and ratify the relevant local authority safeguarding policy.
- OLHOC academies operate across four local authorities, and safeguarding policies must meet both statutory requirements and the specific needs of the school and the pupils it serves.
- Each policy must be reviewed annually, reflect KCSIE guidance, and be published on the school website.
- All colleagues must complete the current Safeguarding and Prevent training applicable to their role, this must be renewed annually following the update to KCSIE.

4. Compliance and Quality Assurance

- Safeguarding pupils and staff is a clear priority for all academies.
- Local governing bodies, Headteachers, and DSLs must ensure compliance with safeguarding legislation.
- The Single Central Record (SCR) must be accurate and compliant. A consistent SCR format is used across all OLHOC academies.

- The Trust and local governing bodies conduct regular quality assurance checks. Training is provided where necessary.

5. Curriculum Responsibility

Each academy must provide a broad and balanced curriculum, enabling pupils to develop resilience, manage risks, and engage in safe, informed discussions.

6. OLHOC's Safeguarding Commitment

Safeguarding and promoting the welfare of learners is a statutory duty for all staff —safeguarding is everyone's responsibility. It extends beyond child protection, encompassing all aspects of pupil safety and welfare.

All academies must comply with relevant legislation, including duties under:

- *Keeping Children Safe in Education (2026)*
- The Prevent strategy – preventing radicalisation and extremism
- The duty to report Female Genital Mutilation (FGM) cases

The Trust Board or Chair holds the CEO to account for safeguarding arrangements. While Trust-wide consistency is essential, each academy must also have its own safeguarding policies to reflect local arrangements.

7. Safeguarding Children

Staff have a duty to recognise and respond to vulnerability at the earliest possible stage. Vulnerability may arise from:

- Changes in behaviour, attendance, or family circumstances
- Special educational needs or medical needs
- Bullying, including cyberbullying
- Online risks, grooming, sexual exploitation, or radicalisation

Where early intervention is not appropriate—particularly if a child is at risk of significant harm —staff must act immediately in line with the Child Protection / Safeguarding Policy. This covers:

- Abuse, neglect, and exploitation
- Harassment, bullying, discrimination, and victimisation
- Sexual abuse, harassment, and violence
- Domestic abuse, criminal exploitation, county lines, serious youth violence
- Honour-based abuse, FGM, and forced marriage

Staff must also recognise that mental health difficulties can signal safeguarding concerns. Any suspicions of

significant harm must be reported immediately to the DSL. If unavailable — or if concerns remain — staff must directly contact Children's Social Care or the police.

8. Safe People

All staff must uphold the highest standards of conduct to ensure the safety of learners.

- Staff behaviour must comply with the Staff Code of Conduct, both in and out of school, including use of social media.
- Concerns about unsafe conduct must be reported immediately to the Headteacher, CEO, or Chair of the Board (if relating to the CEO), in line with the Whistleblowing Policy.
- Misconduct that risks the Trust's reputation may result in disciplinary action.

9. Safe Premises and Places

The Trust recognises its responsibility to maintain safe environments across all sites, including off-site education and residential visits.

- All staff must ensure classrooms, shared spaces, and external areas are safe.
- Trips and visits must be fully risk assessed, with flexibility to adapt if unforeseen risks arise.
- Headteachers and site keyholders are responsible for lettings and external use of premises, in line with Trust health and safety policies.

10. Safe Children

Safeguarding also means supporting children to make safe choices through the curriculum.

- Schools must provide a broad curriculum, including PHSE, SMSC, RSE, and Health Education, to equip pupils with knowledge of diversity, equality, and safety.
- Lessons must provide safe opportunities to explore real-life issues (e.g. family life, healthy relationships, online safety).
- Staff must encourage pupil voice, ensuring learners feel safe to share concerns.

All staff are collectively responsible for ensuring every learner feels safe, supported, and able to thrive.

SAFER RECRUITMENT

In line with the Trust's statutory duties under the Safeguarding Vulnerable Groups Act 2006 the DfE Keeping Children Safe in Education guidance and the Protection of Freedoms Act 2012 to safeguard children, the Trust is required to carry out a number of checks on all staff, whether they are permanent, temporary, casual, voluntary, school-based supply or agency-based supply.

This policy does not form part of any employee's terms and conditions of employment and is not intended to have contractual effect. It is provided for guidance to all members of staff at the Trust who are required to familiarise themselves and comply with its contents. The Trust reserves the right to amend this policy at any time.

It is a requirement that at least one member of the interview panel has completed the Safer Recruitment Training successfully prior to the start of the recruitment process.

1. Introduction

1.1. The aims of the Safer Recruitment Policy are as follows:

1.1.1. To ensure that the best possible staff are recruited on the basis of their merits, abilities and suitability for the position;

1.1.2. To ensure safeguarding and promoting the welfare of children and young people is an integral factor at each stage of the recruitment and selection process;

1.1.3. To adopt a safer recruitment process, which helps to promote a safe culture and compliments other 'safety' elements such as health and safety and Trust security;

1.1.4. To attract and recruit suitable skilled and motivated staff to help raise standards and reduce the risk to children and young people;

1.1.5. To ensure that those that are responsible for each stage of the recruitment process demonstrate a professional approach by dealing honestly, efficiently and fairly with all applicants;

1.1.6. To ensure that no job applicant is treated unfairly on any grounds including sex, sexual orientation, marital or civil partnership status, pregnancy or maternity, gender reassignment (including race, colour, nationality, ethnic or national origin), religion or belief, disability or age;

1.1.7. To ensure compliance with all relevant recommendations and guidance including the recommendations of the DFE in the "Keeping Children Safe in Education" guidance and the Code of Practice published by the Disclosure and Barring Service;

1.1.8. 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.

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

1.3. The measures described in this policy will be applied to all who are employed to work at the Trust and incorporated within the scope of this policy are staff employed by contractors, supply staff, volunteers and the like who work at or for the Trust.

2. Personal Data – Single Central Record

2.1. The Trust and each of its academies hold a central record incorporating all employed staff (and others) that have contact with children. The record is available to the Senior Leadership Team, the Governor responsible for Safeguarding. The record details a range of checks as set out by the DfE and the responsibility for the maintenance of this record is with the CEO / Principal / Head Teacher, although this function may be delegated to a member of the Senior Leadership Team.

3. Equal Opportunities

3.1. Fairness in how The Trust recruits and selects its employees plays a significant part in creating an equal opportunities environment. The Trust's aim is that every internal and external applicant who applies for a position within the Trust is considered against criteria, which relates only to the requirements of the job.

4. Pre-Recruitment Process

4.1. Documents Confirming Identification

4.1.1. In accordance with the recommendations of the DfE the Trust carries out a number of pre-employment checks in respect of all prospective employees to ensure effective safeguarding.

4.1.2. All applicants who are invited to an interview will be required to bring the following evidence of identity, address and qualifications in order for us to verify their name, date of birth and current address:

4.1.3. Current driving licence (including photograph) or passport or full birth certificate;

4.1.4. Two utility bills or statements (from different sources) less than three months old showing their name and home address;

4.1.5. Documentation confirming their National Insurance number (P45, P60 or National Insurance card; and

4.1.6. Documents confirming any educational and professional qualifications referred to in the application form.

4.1.7. These identification documents will also be sufficient to enable a Disclosure and Barring Service (DBS) check to be carried out (see below).

4.1.8. Where an applicant claims to have changed their name by deed poll or any other mechanism (e.g. marriage, adoption, statutory declaration) they will be required to provide documentary evidence of the change. In all cases original documents (not photocopies) must be provided.

4.1.9. Original documentation in respect of any specific qualifications relevant to the post (e.g. academic qualifications, vocational qualifications such as QTS or in relation to a specific field, First Aid or Food hygiene) that has been entered on the application will also be required.

4.1.10. In the case of teaching staff and many support staff roles, reference will have been sought prior to an interview and in other cases shortly thereafter. This applies to all internal applicants as well as external candidates.

4.1.11. The Trust only appoints employees subject to receipt of satisfactory reference and screening and vetting.

4.2. Advertising

4.2.1. Adverts for vacancies will demonstrate the Trust's commitment to safeguarding in recruitment, promoting the welfare of children and vetting procedures, protecting every potential applicant from unfair practice and ultimately safeguarding children as much as possible. Promoting commitment to safeguarding and child protection can act as a deterrent to would-be abusers. Thought will be given to wording, pictures and images used to ensure that they could not be considered discriminatory.

4.2.2. The following information will usually be included within the text of the advert:

4.2.2.1. Name of Trust and academy

4.2.2.2. Post Title

4.2.2.3. Hours of work

4.2.2.4. Grade or Scale

4.2.2.5. Salary (actual salary for part time)

4.2.2.6. Permanent or fixed-term (stating duration if fixed-term)

4.2.2.7. Brief details about what the job entails, and type of skills and experience required including responsibility for safeguarding children

4.2.2.8. Confirmation that an Enhanced DBS Disclosure will be required.

4.2.2.9. Confirmation of whether the post is exempt from the Rehabilitation of Offenders Act 1974

4.2.2.10. Contact details

4.2.2.11. Closing date

4.3. Job Descriptions and Person Specification

4.3.1. Job descriptions and person specifications will define the purpose, duties and responsibilities of the post, as well as the qualifications, skills, abilities, attitude, behaviours and experience needed to perform the job, with particular attention to working with vulnerable groups.

4.3.2. The job description and person specification will make reference to the Trust's commitment to the safeguarding of students and include the extent that the role will involve contact with children and whether it engages in regulated activity.

4.3.3. All posts at the Trust will require an Enhanced DBS Disclosure where an individual is likely to come into direct contact with students.

4.4. Application Pack

4.4.1. The importance of safeguarding and protecting children at the Trust will be promoted throughout the recruitment process in order to deter unsuitable candidates and make it clear that where the role involves regulated activity, it is an offence to apply for the role if the applicant is barred from engaging in regulated activity relevant to children.

4.4.2. The Trust's Application Pack will normally include the following: Application Form, Job Description and Person Specification, Information Sheet about the Trust and academy, the Trust's Equal Opportunities Policy, the Trust's Child Protection Policy Statement, the Trust's Privacy Notice, information on an Enhanced DBS check and Recruitment of Applicants with a Criminal Record Policy.

5. During the Recruitment Process

5.1. Interviews

5.1.1. The interview will assess the merits of each candidate against the job requirements and will explore their suitability to work with children and young people. The selection process for people who will work with children and young people will always include a face-to-face interview, even where there is only one candidate, unless exceptional circumstances apply. In exceptional circumstances, interviews via video conferencing may take place. Such interviews should not be recorded or stored, and the interviewee should be informed of this in the invitation to interview. Candidates should be sent a request for ID (including photographic ID) prior to the video interview to ensure the person applying is the person who is interviewed.

5.1.2. The interview panel will consist of a minimum of two interviewers, but preferably three, one of whom will be the safeguarding representative who will have completed their recruitment training. Where the interview is for a teaching post, the CEO / Principal / Head Teacher, Deputy CEO / Principal / Head Teacher or an Assistant CEO / Principal / Head Teacher will form part of the interview panel. Where the interview is for a support staff post, the CEO / Principal / Head Teacher or a Deputy CEO / Principal / Head Teacher will form part of the selection panel.

5.1.3. The members of the panel will:

5.1.3.1. have the necessary authority to make decisions about appointments;

5.1.3.2. be appropriately trained;

5.1.3.3. meet before the interview to:

5.1.3.3.1. reach a consensus about the required standard for the job to which they are appointing;

5.1.3.3.2. consider the issues to be explored and who on the panel will ask about each of those;

5.1.3.3.3. agree their assessment criteria in accordance with the person specification.

5.1.4. Where a candidate is known personally to a member of the selection panel it must be declared before shortlisting takes place. It may be necessary to change the selection panel to ensure there is no conflict of interest and that the equal opportunities principles are adhered to.

5.1.5. In addition to assessing and evaluating the applicant's suitability for the particular post, the interview panel will also explore:

5.1.5.1. the candidate's attitude towards children and young people;

5.1.5.2. their ability to support the Trust's agenda for safeguarding and promoting the welfare of children;

5.1.5.3. gaps in the candidate's employment history;

5.1.5.4. concerns or discrepancies arising from the information provided by the candidate and/or a referee; and

5.1.5.5. ask the candidate if they wish to declare anything in light of the requirement for a Disclosure and Barring Service (DBS) check.

5.1.6. If for whatever reason, references are not obtained before interview, the candidate will also be asked if there is anything they wish to declare or discuss in light of the questions that have been (or will be) put to their referees.

5.1.7. Appointments will be conditional upon both a satisfactory DBS Check and relevant satisfactory references having been received.

5.2. English Fluency

5.2.1. Employees working in any role that requires them to communicate with students, parents, guardians, staff and/or members of the community, must be able to speak fluent English to enable the effective performance of the role and to ensure that they are able to abide by their safeguarding responsibilities.

5.2.2. The fluency duty does not create a higher standard than already required for Teachers at the Trust, who are already annually appraised against the Teachers' Standards.

5.3. Conditional Offer of Appointments

5.3.1. An offer of employment to the successful candidate will be conditional upon the satisfactory completion of the following:

5.3.1.1. receipt of at least two satisfactory references;

5.3.1.2. verification of the candidate's identity;

5.3.1.3. verification of the candidate's eligibility to work in the UK;

5.3.1.4. verification of the candidate's medical fitness (through a pre-employment health check);

5.3.1.5. verification of qualifications by the individual providing original certificates and, where applicable, verification that the candidate holds QTS and has successfully completed statutory induction (unless QTS was obtained on or before 6 May 1999);

5.3.1.6. verification of professional status where required (for example, registration, QTS status (unless properly exempted), NPQH);

5.3.1.7. a satisfactory Enhanced DBS check and where the appointee has lived outside the United Kingdom, a certificate of good conduct (or equivalent) if applicable;

5.3.1.8. where applicable, satisfactory DBS checks in respect of the Children's and Adult's Barred Lists;

5.3.1.9. Verification of the candidate's professional status, where required;

5.3.1.10. Verification that the candidate has not prohibited from teaching or carrying out teaching work and has no sanctions or restrictions against them, by the Teaching Regulation Agency, where relevant;

5.3.1.11. Verification that the candidate has not been prohibited from carrying out management work, where relevant;

5.3.1.12. Verification that the candidate has not been disqualified under the Childcare Disqualification Regulations 2018, where applicable to their role;

5.3.1.13. Letter of professional standing from the overseas professional regulating authority, where relevant.

5.3.2. The details of checks will be reported to the police and/or the Disclosure and Barring Service (DBS) if: -

5.3.2.1. The DBS disclosure shows that an applicant has been disqualified from working with children;

5.3.2.2. An applicant has provided false information in, or in support of, their application; or

5.3.2.3. There are serious concerns about an applicant's suitability to work with children gained from other legitimate information sources (e.g. references).

5.3.3. All checks will be:

5.3.3.1. Confirmed in writing;

5.3.3.2. Documented and retained on the personnel file (subject to certain restrictions on the storage of such information imposed by the DBS Code of Practice DBS) in

accordance with the Trust's data protection obligations under the Data Protection Act 2018;

5.3.3.3. Recorded on the Trust's and/or local academy central record database; and

5.3.3.4. Followed up where they are unsatisfactory or there are discrepancies in the information provided.

6. Pre-Employment Checks

6.1. Online Searches

6.1.1. The Trust will carry out an online search against you, for information that is publicly available online. This may include social media accounts you may hold. Online searches will only be carried out for shortlisted candidates and usually before interview.

6.2. References

6.2.1. The purpose of obtaining a reference is to ensure that the Trust has objective and factual information to support appointment decisions. References will normally be taken up on shortlisted candidates prior to interview, including for staff who may already be employed by the Trust.

6.2.2. All offers of employment will be subject to the receipt of a minimum of two references which the Trust deems to be satisfactory, one of which must be from the applicant's current or most recent employer. If the current/most recent employment does/did not involve work with children, then the second referee should be from the employer with whom the applicant most recently worked with children. Neither referee should be a relative or someone known to the applicant solely as a friend.

6.2.3. All referees will be asked whether they believe the applicant is suitable for the job for which they have applied and whether they have any reason to believe that the applicant is unsuitable to work with children. All referees will be sent a copy of the job description and person specification for the role that the applicant has applied for. If the referee is a current or previous employer, they will also be asked to confirm the following:

6.2.3.1. the applicant's dates of employment, salary, job title/duties, reason for leaving, performance, absence and disciplinary record;

6.2.3.2. whether the applicant has ever been the subject of disciplinary procedures involving issues related to the safety and welfare of children (including any in which the disciplinary sanction has expired);

6.2.3.3. the facts of any substantiated safeguarding allegations or concerns that meet the harm threshold;

6.2.3.4. whether any allegations or concerns have been raised about the applicant that relate to the safety and welfare of children or young people or behaviour towards children or young people.

6.2.4. The Trust will only accept references obtained directly from the referee and it will not rely on references or testimonials provided by the applicant or on open references or testimonials.

6.2.5. The Trust will ensure the person providing the reference is sufficiently senior and has appropriate authority to provide it.

6.2.6. The Trust will compare all references with any information given on the application form. Any discrepancies or inconsistencies in the information will be taken up with the applicant before any appointment is confirmed.

6.3. Criminal Record Check

6.3.1. Due to the nature of the work, the Trust will apply for criminal record certificates from the Disclosure and Barring Service ("DBS") in respect of all prospective staff members and volunteers.

6.3.2. The type of check that may be requested from the DBS depends on the nature of the position. If the individual is applying for a position that may provide them with an opportunity to engaged in regulated activity with children, an Enhanced Check with Barred List will be required. This check will contain details of all convictions, adult cautions, reprimands or warnings (except those which are “protected” as defined in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013 (and amended in 2020) held on the Police National Computer. The Enhanced Check with Barred List will also reveal whether the individual is barred from working with children by virtue their inclusion on the lists of those considered unsuitable to work with children.

6.3.3. An Enhanced Check may also contain non-conviction information from local police records and/or protected information (as defined above) which the police consider may be relevant to the work that the individual will be undertaking.

6.3.4. Applicants with recent periods of overseas residence and those with little or no previous UK residence may also be asked to apply for the equivalent of a Disclosure, if one is available in the relevant jurisdiction(s).

6.3.5. Should DBS clearance be delayed, and employment commence before it is received, the Trust may agree to the individual commencing work but before doing so it shall obtain a barred list check (where required), undertake a Risk Assessment on the prospective member of staff concerned, ensure all other checks are completed and make arrangements, as appropriate, for the member of staff to be paired with or supervised by another member staff who has received DBS clearance.

7. Contractors, Volunteers, Agencies and Agency Staff

7.1. The Trust expects supply/temporary workers, agencies/contractors that are used by the Trust to register with the Enhanced DBS Disclosure on their own account and to follow this policy or their own comparable policy. Proof of registration will be required before the Trust will commission services from any such organisation.

7.2. Agencies must provide evidence of the checks carried out on their central record, so the Trust can satisfy itself that they have carried out the checks on the individual that the Trust would otherwise perform.

7.3. Agencies and contractors must also ensure that the individual is aware that they have to bring in their DBS Certificate, proof of qualifications (e.g. QTS Certificate) and identification documents (proving their name, date of birth and address) on the first day of work for or at the Trust. A Barred List check (where applicable) must be obtained before the individual is permitted to perform work for the Trust.

7.4. The Trust reserves the right to terminate a contract with an agency or contractor and send home any individual without notice should these terms of safe recruitment practice be breached. In this instance the Trust will not be liable for any charges connected to the booking.

7.5. All volunteers who have direct contact with children on a regular basis will be required to have a DBS check and Barred List check, where applicable. The Principal / Headteacher will apply a risk assessment to assess the need for an enhanced DBS check on an individual basis.

8. Suitability declaration (disqualification)

8.1. In accordance with the DfE Disqualification under the Childcare Act 2006 guidance regarding the Childcare Act 2006 schools are specifically required to establish that members of staff are not disqualified from working with children who have not yet reached the age of 8 in order to comply with the Childcare Act 2006 and the Childcare (Disqualification) and Childcare (Early Years Provision Free of Charge) (Extended Entitlement) (Amendment) Regulations 2018.

8.2. Individuals employed within one of the 'relevant settings' listed below, will be required to complete and submit a Suitability Declaration Form upon appointment, declaring that they are not disqualified from undertaking such work:

8.2.1 Staff providing childcare to a child from birth until 1 September following a child's fifth birthday. This will include staff who provide education in nursery and reception classes and/or any supervised activity for these children, which occurs during or outside of school hours, such as breakfast clubs, lunchtime supervision and after school care provided by the Trust.

8.2.2 Individuals providing childcare to children aged between 5- and 8-years old outside of an education setting. This means staff providing breakfast club or after school provision for children within this age bracket. It does not include staff who teach these children during the school day, nor does it include any extended school hours for co-curricular learning activities such as the Trust's or individual academy's choir or a sports team.

8.3 Staff directly concerned with the management of the above childcare. This includes the Principal / Head Teacher and may also include other members of the Trust's leadership team and any manager, supervisor, leader or volunteer responsible for the day-to-day management of the provision.

8.4 Should you need to, you can find out more about disqualification in the Department for Education's guidance: https://www.gov.uk/government/publications/disqualification-under-the-childcare-act-2006

9. Rehabilitation of Offenders Disclosure

9.1. The Trust will not unfairly discriminate against any applicant for employment on the basis of conviction or other details revealed. The Trust makes appointment decisions on the basis of merit and ability. If an applicant has a criminal record this will not automatically debar them from employment with the Trust. Instead, each case will be decided on its merits in accordance with the objective assessment criteria.

9.2. In view of the fact that all positions within the academies (and many roles within the Trust itself) will amount to "regulated positions", all applicants for employment must declare all previous convictions (except those which are “protected” as defined in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013 (and amended in 2020). A failure to disclose a previous conviction may lead to an application being rejected or, if the failure 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.

9.3. Under the relevant legislation, it is unlawful for the Trust to employ anyone who is included on the lists, maintained by the DFE and the Department of Health, of individuals who are considered unsuitable to work with children. In addition, it will also be unlawful for the Trust to employ anyone who is the subject of a disqualifying order made on being convicted or charged with the following offences against children: murder, manslaughter, rape, other serious sexual offences, grievous bodily harm or other serious acts of violence.

9.3.1. It is a criminal offence for any person who is disqualified from working with children to attempt to apply for a position within the Trust. If:

9.3.1.1. the Trust receives an application from a disqualified person;

9.3.1.2. is provided with false information in, or in support of an applicant’s application; or

9.3.1.3. the Trust has serious concerns about an applicant’s suitability to work with children,

9.3.1.4. it will report the matter to the Police, DBS and/or the DFE.

9.4. Assessment Criteria

9.4.1. 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:

9.4.1.1. whether the conviction or other matter revealed is relevant to the position in question;

9.4.1.2. the seriousness of any offence or other matter revealed;

9.4.1.3. the length of time since the offence or other matter occurred;

9.4.1.4. whether the applicant has a pattern of offending behaviour or other relevant matters;

9.4.1.5. whether the applicant's circumstances have changed since the offending behaviour or other relevant matters; and

9.4.1.6. the circumstances surrounding the offence and the explanation(s) offered by the convicted person.

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

9.4.2.1. against adults: murder, manslaughter, rape, other serious sexual offences, grievous bodily harm or other serious acts of violence;

9.4.2.2. against children or adults: serious class A drug related offences, robbery, burglary, theft, deception or fraud.

9.4.3. 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.

9.4.4. 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 10 years.

9.5. Assessment Procedure

9.5.1. 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 CEO / Principal / Head Teacher of the Trust before a position is offered.

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

9.6. Retention and Security of Disclosure Information

9.6.1. 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:

9.6.1.1. 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 Trust's senior leadership teams and its CEO / Principal / Head Teacher ’s personal assistants;

9.6.1.2. not retain Disclosure information or any associated correspondence for longer than is necessary. In most cases, the Trust will not retain such information for longer than 6 months although 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;

9.6.1.3. ensure that any Disclosure information is destroyed by suitably secure means such as shredding; and

9.6.1.4. prohibit the photocopying or scanning of any Disclosure information.

9.7. The Trust complies with the provisions of the DBS Code of Practice, a copy of which is available on request.

10. Retention of Records

10.1. If an applicant is appointed, the Trust will retain any relevant information provided on their application form (together with any attachments) on their personnel file. The file will be live and updated as required. The contents will remain in storage for up to 6 years following termination of employment.

10.2. If the application is unsuccessful, all documentation relating to the application will normally be confidentially destroyed after 6 months, unless the applicant specifically requests the Trust to keep their details on file.

10.3. Any queries relating to the policy above should be directed to the Human Resources Manager or academy Business Manager.

SHARED PARENTAL LEAVE

This policy outlines the arrangements for shared parental leave and pay in relation to the birth or adoption of a child. It also applies to surrogate parents who will be applying for a Parental Order and who meet the eligibility criteria.

This policy applies to employees only; it does not apply to agency workers or self-employed contractors. This policy does not form part of any employee's contract of employment and is not intended to have contractual effect. Subject to minimum statutory requirements from time to time in force, the Trust reserves the right to vary and amend this policy and any procedure under it at any time and will notify all employees of the details of the change as soon as is reasonably practicable.

1. Eligibility for Shared Parental Leave (SPL)

1.1. Eligible employees are able to make arrangements for shared parental leave and pay in relation to the birth or adoption of a child.

2. Frequently Used Terms

2.1. The definitions in this paragraph apply in this policy

2.2. Expected Week of childbirth (EWC): the week, beginning on a Sunday, in which your doctor or midwife expects your child to be born.

2.3. Official Notification: written notification from a UK government body that you have been approved for overseas adoption.

2.4. Parent: One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner, if not the father).

2.5. Partner (births): your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

2.6. Partner (adoptions): your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption but not your sibling, child, parent, grandparent, grandchild, aunt, uncles, niece or nephew.

2.7. Parental Order: a court order under section 54 of the Human Fertilisation and Embryology Act 2008, giving you and your Partner parental responsibility for a child born to a surrogate.

2.8. Qualifying Week (births): the fifteenth week before the expected week of childbirth.

2.9. Qualifying Week (adoptions): the week the adoption agency notified you that they have been matched with a child for adoption.

3. What Is Shared Parental Leave?

3.1. Birth

3.1.1. Shared parental leave (SPL) gives you and your Partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and you can decide to be off work at the same time or at different times. You may also be able to take leave in more than one block.

3.2. Adoption/Surrogacy

3.2.1. Shared parental leave (SPL) gives you and your Partner more flexibility in how to share the care of a child during the first year after placement of a child for adoption, rather than one Partner qualifying for 52 weeks adoption leave and the other Partner qualifying for up to 2 weeks paternity leave. Under the SPL scheme, up to 50 weeks of the adoption leave entitlement may be designated as SPL. Assuming you are both eligible, you will be able to choose how to split the available leave between you and you can decide to be off work at the same time or at different times. You may also be able to take leave in more than one block.

4. Entitlement to SPL

4.1. Birth

4.1.1. You are entitled to SPL in relation to the birth of a child if:

4.1.1.1. you are the child's mother, and share the main responsibility for the care of the child with the child's father or with your Partner;

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

4.1.1.3. you are the mother's Partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

4.1.2. 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 Statutory Maternity Pay (SMP) or Maternity Allowance (MA) if she is not entitled to maternity leave).

4.1.3. If you are the mother, you cannot start SPL until after the compulsory maternity leave period, which lasts until two weeks after birth.

4.1.4. If you are the child's father or the mother's Partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

4.1.5. The following conditions for entitlement to SPL must also be fulfilled:

4.1.5.1. you must have at least 26 weeks' continuous employment with the Trust by the end of the Qualifying Week, and still be employed by the Trust in the week before the leave is to be taken;

4.1.5.2. the other Parent must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the EWC and had average weekly earnings of at least £30 during 13 of those weeks; and

4.1.5.3. both you and the other Parent must give the necessary statutory notices and declarations, as summarised in this policy, including notice to end any maternity leave, SMP or MA periods.

4.2. Adoption/Surrogacy

4.2.1. You may be entitled to SPL if:

4.2.1.1. a UK adoption agency has placed a child with you and/or your Partner for adoption; or

4.2.1.2. a child in local authority care is placed with you and./or your Partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme; or

4.2.1.3. you adopt a child from overseas with UK government approval; or

4.2.1.4. you have a child with a surrogate and the court has made or is expected to make a Parental Order.

4.2.2. The total amount of SPL available is 52 weeks, less two weeks adoption leave taken by either you or your Partner (or the weeks in which your Partner has been in receipt of SAP if they were not entitled to adoption leave).

4.2.3. Either you or your Partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.

4.2.4. If your Partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay. You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

4.2.5. The following conditions for entitlement to SPL must also be fulfilled:

4.2.5.1. you must intend to share the main responsibility for the care of the child with your Partner.

4.2.5.2. You must have at least 26 weeks continuous employment with the Trust by the end of the Qualifying Week, and still be employed by the Trust in the week before the leave is to be taken;

4.2.5.3. your Partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the week of notification and had average weekly earnings of at least £30 during 13 of those weeks; and

4.2.5.4. you and your Partner must give the necessary statutory notices and declarations, as summarised in this policy, including notice to end any adoption leave or statutory adoption pay (SAP).

5. Opting in to Shared Parental Leave and Pay

5.1. Birth

5.1.1. Not less than eight weeks before the date you intend your SPL to start, you must give the Trust a written opt-in notice giving:

5.1.1.1. your name and the name of the other Parent;

5.1.1.2. if you are the child's mother, the start and end dates of your maternity leave;

5.1.1.3. if you are the child's father or the mother's Partner, the start and end dates of the mother's maternity leave, or if she is not entitled to maternity leave, the start and end dates of any SMP or MA period;

5.1.1.4. the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;

5.1.1.5. how many weeks of available SPL will be allocated to you and how many to the other Parent (you can change the allocation by giving the Trust a further written notice, and you do not have to use your full allocation);

5.1.1.6. if you are claiming statutory Shared Parental Pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of the SMP or MA period taken or to be taken;

5.1.1.7. how many weeks of available ShPP will be allocated to you and how many to the other Parent (you can change the allocation by giving the Trust a further written notice, and you do not have to use your full allocation);

5.1.1.8. an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave. This indication will not be binding at this stage, but employees will be required to give as much information as they can about their future intentions; and

5.1.1.9. declarations by you and the other Parent that you both meet the statutory conditions for entitlement to SPL and ShPP.

5.2. Adoption/Surrogacy

5.2.1. Not less than eight weeks before the date you intend your SPL to start, you must give the Trust a written opt-in notice giving:

5.3. Your name and your Partner's name;

5.3.1. In a UK adoption case: the date the adoption agency notified you of a match, the expected date of placement, and the actual date of placement. If the child as not yet been placed with you, you should give the Trust the actual date of placement as soon as you can before you take SPL;

5.3.2. In an overseas adoption case: the date you received Official Notification and the date the child entered Great Britain for adoption purposes. If the child has not yet entered

Great Britain, you should give the Trust the date of entry as soon as you can before you take SPL;

5.3.3. In a surrogacy case: the EWC, the actual date of birth and the date of the Parental Order if it has already been made. If the child is not yet born, you should give the Trust the date of birth as soon as you can before you take SPL;

5.3.4. If you are taking adoption leave, your adoption leave start and end dates;

5.3.5. If you are not taking adoption leave, your Partner's adoption leave start and end dates, or if your Partner is not entitled to adoption leave, the start and end dates of their SAP;

5.3.6. The total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your Partner;

5.3.7. 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 the Trust a further written notice, and you do not have to use your full allocation;

5.3.8. If you are claiming Statutory Shared Parental Pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);

5.3.9. 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 the Trust a further written notice, and you do not have to use your full allocation;

5.3.10. 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 employees will be required to give as much information as they can about their future intentions; and

5.3.11. Declarations by you and your Partner that you meet the statutory conditions for entitlement to SPL and ShPP.

6. Ending Maternity/Adoption Leave

6.1. Birth

6.1.1. If you are the child's mother and want to opt into the SPL scheme, you must give the Trust at least eight weeks' written notice to end your maternity leave (a **curtailment notice**) before you can take SPL. The notice must state the date that your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.

6.1.2. You must also give the Trust, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see above) or a written declaration that the other Parent has given their employer an opt-in notice and that they have given the necessary declarations in that notice.

6.1.3. The other Parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.

6.1.4. The curtailment notice will be binding and cannot usually be revoked. You can only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

6.1.4.1. if you realise that neither you nor the other Parent are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;

6.1.4.2. if you gave the curtailment notice before giving birth, you can revoke it in writing up to eight weeks after it was given, or up to six weeks after birth, whichever is later; or

6.1.4.3. if the other Parent has died.

6.1.5. Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme unless clause 6.1.4.2 applies.

6.2. **Adoption/Surrogacy**

6.2.1. If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give the Trust at least eight weeks' written notice to end your adoption leave (a **curtailment notice**). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave. You must also give the Trust, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see above) or a written declaration that your Partner has given their employer an opt-in notice and that they have given the necessary declarations in that notice.

7.1.1. Your Partner may be eligible to take SPL from their employer before your adoption leave ends, provided you have given the curtailment notice.

7.1.2. The curtailment notice is binding and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:

7.1.2.1. if you realise that neither you nor your Partner are in fact eligible for SPL or ShPP, in which case you can revoke the curtailment notice in writing up to eight weeks after it was given;

7.1.2.2. if your Partner has died.

7.1.3. Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme.

8. 7. **Ending a Partner's Maternity/Adoption Leave/Pay**

8.1. Birth

8.1.1. If you are not the mother, but the mother is still on maternity leave or claiming SMP or MA, you will only be able to take SPL once she has either:

8.1.1.1. returned to work;

8.1.1.2. given her employer a curtailment notice to end her maternity leave;

8.1.1.3. given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or

8.1.1.4. given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

8.2. Adoption/Surrogacy

8.2.1. If your Partner is taking adoption leave or claiming SAP from their employer, you will only be able to take SPL once your Partner has either:

8.2.1.1. returned to work;

8.2.1.2. given their employer a curtailment notice to end their adoption leave;

8.2.1.3. given their employer a curtailment notice to end their SAP (if they are entitled to SAP but not adoption leave).

9. Evidence of Entitlement

9.1. **Birth**

9.1.1. Once the Trust has received notification of your intention to opt into SPL, within 14 days the Trust may also request that you provide:

9.1.2. A copy of the birth certificate (or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth); and

9.1.3. The name and address of the other Parent's employer (or a declaration that they have no employer).

9.2. Adoption/Surrogacy

9.2.1. Once the Trust has received notification of your intention to opt into SPL, within 14 days the Trust may also request that you provide:

9.2.1.1. In an UK adoption case: one or more documents from the adoption agency showing the agency's name and address, the expected placement date and the date you were notified of being matched with the child;

9.2.1.2. In an overseas adoption case: a copy of your Official Notification;

9.2.1.3. In a surrogacy case: the Parental Order from the court, if it has been granted;

9.2.1.4. A copy of the birth certificate or if you have not yet obtained a birth certificate, a signed declaration of the child's date and place of birth; and

9.2.1.5. The name and address of the other Parent's employer (or a declaration that they have no employer).

10. Notifying the Trust of the SPL Dates

10.1. Birth, Adoption and Surrogacy

10.2. Having opted into the SPL system you must book your leave by giving the Trust a period of leave notice. This may be given at the same time as the opt-in notice, or later, provided is given at least eight weeks before the start of the SPL.

10.3. The period of leave notice can either give the dates you want to take SPL or, if the child has not been born, or placed with you for adoption, it can state the number of days after the birth, or placement, that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave on the date of birth, or date of placement, and wish to take SPL straight afterwards.

10.4. Leave must be taken in blocks of at least one week.

10.5. 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. You will be sent a letter confirming this.

10.6. If your period of leave notice requests split periods of SPL, with periods of work in between, the Trust will consider your request in accordance with the procedure for requesting split periods of SPL.

10.7. You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave, this will in most cases count as a further period of leave notice).

11. Procedure for Requesting Split Periods of SPL

11.1. Birth, Adoption and Surrogacy

11.2. In general, a period of leave notice should set out a single continuous block of leave. The Trust 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 the CEO / Principal / Head Teacher in advance of submitting any formal period of leave notices. This will give the Trust more time to consider the request and hopefully agree a pattern of leave with you from the start.

11.3. If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. The Trust will either agree to the request or start a two-week discussion period. At the end of that period, the Trust will confirm any agreed arrangements in writing. If the Trust has 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 blocks of four weeks each, they will be combined into one 12-weeks period of leave).

11.4. Alternatively, you may:

11.4.1. choose a new start date (which must be at least eight weeks after your original period of leave notice was given), and tell the Trust within five days of the end of the two-week discussion period; or

11.4.2. withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted, and you may submit a new one if you choose).

12. Changing the Dates or Cancelling the SPL

12.1. Birth

12.2. You can cancel a period of leave by notifying the Trust in writing at least eight weeks before the start date in the period of leave notice.

12.3. You can change the start date for a period of leave, or the length of the period of leave, by giving the Trust at least eight weeks' notice before the original start date and the new start date.

12.4. You can change the end date for a period of leave by notifying the Trust in writing at least eight weeks before the original end date and the new end date.

12.5. You can combine split periods of leave into a single continuous period of leave by notifying the Trust in writing at least eight weeks before the start date of the first period.

12.6. You can request that a single continuous period of leave be split into two or more discontinuous periods, with periods of work in between. The Trust will consider any such request in accordance with the procedure for requesting split periods of SPL above.

12.7. A notice to cancel or change a period of leave will count as one of the three period of leave notices, unless:

12.7.1. the variation is a result of the child being born earlier or later than the EWC;

12.7.2. the variation is at the Trust's request; or

12.7.3. the Trust agrees otherwise.

13. Adoption/Surrogacy

13.1. You can cancel a period of leave by notifying the Trust in writing at least eight weeks before the start date in the period of leave notice.

13.2. You can change the start date for a period of leave, or the length of the period of leave, by giving the Trust at least eight weeks' notice before the original start date and the new start date.

13.3. You can change the end date for a period of leave by notifying the Trust in writing at least eight weeks before the original end date and the new end date.

13.4. You can combine split periods of leave into a single continuous period of leave by notifying the Trust in writing at least eight weeks before the start date of the first period.

13.5. You can request that a single continuous period of leave be split into two or more discontinuous periods, with periods of work in between. The Trust will consider any such request in accordance with the procedure for requesting split periods of SPL.

13.6. A notice to cancel or change a period of leave will count as one of the three period of leave notices, unless:

13.6.1. the variation is a result of the child being placed earlier or later than the expected placement date;

13.6.2. the variation is at the Trust's request; or

13.6.3. the Trust agrees otherwise.

14. Premature Births

14.1. Where the child is born early (before the beginning of the EWC), you may be able to start SPL in the eight weeks following birth even though you cannot give eight weeks' notice. The following rules apply:

14.2. If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify the Trust in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary).

14.3. If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

15. Shared Parental Pay (ShPP)

15.1. **Birth, Adoption and Surrogacy**

15.2. You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of statutory maternity pay or maternity allowance claimed by you or the other Parent or statutory adoption pay claimed by you or your Partner) if you have at least 26 weeks' continuous employment with the Trust at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.

15.3. You should tell the Trust in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice, you can tell the Trust in writing at least eight weeks before you want ShPP to start.

16. Terms and Conditions During Shared Parental Leave

16.1. **Birth, Adoption and Surrogacy**

16.2. Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.

16.3. Annual leave entitlement will continue to accrue at the rate provided under your contract of employment. If your SPL will continue into the next holiday year, any holiday entitlement that cannot reasonable be taken before starting the leave can be carried over and must be taken immediately before returning to work unless the CEO / Principal / Head Teacher agrees otherwise. Holiday plans should be discussed with the CEO / Principal / Head Teacher in good time before starting SPL. All holiday dates are subject to approval by the Trust.

16.4. If the employee is a member of the Teachers' Pension Scheme or Local Government Pension Scheme, the Trust will make employer pension contributions during any period of paid SPL, based on the employee's normal salary, in accordance with the pension scheme rules. Any employee contributions made will be based on the amount of any statutory shared parental pay that is being received, unless the employee informs the Pensions Administrator that they wish to make up any shortfall.

17. Keeping in Touch

17.1. **Birth, Adoption and Surrogacy**

17.2. The SPL Regulations allow the Trust to make "reasonable contact" with employees from time to time during shared parental leave.

17.3. The Trust may make reasonable contact with employees from time to time during their SPL, although it will keep this to a minimum. This may include contacting an employee to discuss arrangements for their return to work.

17.4. The Trust may agree to an employee working (including attending training) on up to 20 "shared parental leave-in-touch" days (SPLIT days) during their SPL. This is in addition to any KIT days that they may have taken during maternity or adoption leave. SPLIT days are not compulsory and must be discussed and agreed with the CEO / Principal / Head Teacher in advance.

17.5. Employees will be paid at their normal basic rate of pay for time spent working on a SPLIT day and this will be inclusive of any ShPP entitlement.

18. Returning to Work

18.1. **Birth, Adoption and Surrogacy**

18.2. If an employee wants to end a period of SPL early, they must give the Trust eight weeks' prior notice of the new return date. This notice should be in writing. If the employee has already given the Trust three period of leave notices, they will not be able to end their SPL early without the Trust's agreement.

18.3. If an employee wants to extend their SPL, assuming they still have unused SPL entitlement remaining, they must submit a written period of leave notice at least eight weeks before

the date they were due to return to work. If they have already given the Trust three period of leave notices, they will not be able to extend their SPL with the Trust's agreement. They may, instead, be able to request annual leave or parental leave, which will be subject to the Trust's need.

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

18.4.1. if the employee's SPL and any maternity/adoption or paternity leave taken adds up to more than 26 weeks in total (whether or not taken consecutively); or

18.4.2. if the employee took SPL consecutively with more than four weeks of parental leave.

18.5. Shortly before an employee is due to return from a period of SPL, the Trust may invite them to have a discussion about the arrangements for their return to work. This may include updating them on any changes that have occurred, discussing any necessary training and discussing any changes to working arrangements.

18.6. If an employee wants to change their hours or other working arrangements on return from SPL, they should make a request under the Trust's Flexible Working Policy. It is helpful if such requests are made as early as possible.

18.7. If an employee decides they do not want to return to work, they should give notice of resignation in accordance with their contract. When giving notice of resignation, the employee should ensure that they have sufficient SPL left, otherwise they may be required to return to work for the remainder of the notice period.

Redundancy during Shared Parental Leave (Births)

In the event of a redundancy situation during your shared parental leave, we shall write to you to inform you of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

Where a redundancy situation arises, you shall be given first refusal on any suitable alternative employment that is appropriate to your skills:

- whilst you are on shared parental leave, or
- where you have returned to work following at least 6 consecutive weeks of shared parental leave which began on or after 6th April 2024 and are within 18 months from either the first day of your EWC or the exact date of birth (where you notified us of this before the end of your maternity leave) provided your statutory maternity leave ends on or after 6th April 2024,

unless you are otherwise protected under Maternity Leave

Redundancy during Shared Parental Leave (Adoptions and Surrogacy)

In the event of a redundancy situation during your shared parental leave, we shall write to you to inform you

of any proposals and shall invite you to a meeting before any final decision is reached as to your continued employment.

Where a redundancy situation arises, you shall be given first refusal on any suitable alternative employment that is appropriate to your skills:

- whilst you are on shared parental leave, or
- where you have returned to work following at least 6 consecutive weeks of shared parental leave which began on or after 6th April 2024 and are within 18 months from the placement of adoption (or date the child enters Great Britain if adopting from overseas), unless you are otherwise protected under Adoption Leave.

SICKNESS ABSENCE POLICY AND PROCEDURE

1. Scope of Procedure

1.1. This Sickness Absence Policy and Procedure applies to all employees of the Trust (hereinafter referred to as an "employee" or "you"). This policy does not form part of any employees' terms and conditions of employment and it is not intended to have contractual effect. The Trust reserves the right to amend this policy at any time. However, regular attendance at work is term of every employee's contract of employment, although the Trust recognises that employees will, on occasion, require some absence from work on health grounds.

1.2. The purpose of this policy and procedure is to establish a framework for the effective management of staff sickness absence taking into account both the welfare of employees and the requirements of the Trust to deliver an effective education to its students. In implementing this policy and procedure, the Trust aims to promote honest and constructive discussions.

1.3. An employee is entitled to have access, by arrangement, to their personnel file and to request the deletion of time-expired records in line with the provisions of the General Data Protection Regulation and the Data Protection Act 2018.

1.4. The Trust delegates its authority in the manner set out in this policy.

1.5. When implementing this policy and procedure, the Trust will have regard to the Trust's Health and Safety Policy and Procedure in relation to any overlapping health and safety consideration(s) that may arise.

1.6. This policy and procedure may be used concurrently with any other applicable policy and procedure (for example, capability or disciplinary). Where an employee is already subject to one of the Trust's polices, there will not be any automatic delay or pause in the conduct of that policy or procedure as a result of an employee's sickness absence. In such circumstances, the employee and the CEO / Principal / Head Teacher, or in the case of the CEO / Principal / Head Teacher , the CEO / Principal / Head Teacher and Chair of the Local Governing Body, will meet to discuss whether or not one of the procedures should be suspended, taking into account the most recent medical advice. The final decision as to whether or not to suspend any procedure will be taken by the CEO / Principal / Head Teacher or the Chair of the Local Governing Body (as applicable) and their decision will be final.

1.7. In this policy "working day" means any day on which you would ordinarily work if you were a full-time employee. In other words, "working day" will apply differently to teaching and non- teaching staff. However, part-time and full-time employees will not be treated differently for the purposes of implementing this policy and procedure.

1.8. The Trust is committed to providing a supportive working environment for all employees. The Trust is also committed to ensuring respect, objectivity, belief in the dignity of the individual, consistency of treatment and fairness in the operation of this policy and procedure. This commitment extends to promoting equality of opportunity and eliminating unlawful discrimination throughout the Trust community, which includes all of the academies within the Trust.

1.9. This Sickness Absence Policy and Procedure offers opportunities to ensure justice for teachers, support staff and students alike and has the potential for the expression of Christian qualities such as honesty, self-knowledge, respect for others and their gifts,

recognition of the needs and achievements of others, challenge to self and others, personal growth and openness.

1.10. Reasonable adjustments to this policy and procedure may be considered in appropriate cases, depending on the specific circumstances, for example, where an employee is diagnosed with a terminal illness. All modifications to this policy and procedure will be discussed with the employee and a record of the modifications will be made.

1.11. The procedures contained in this policy and procedure allow employees to raise mental health concerns in the knowledge that the Trust will provide appropriate support when the employee seeks help. Employees experiencing mental health challenges will have access to appropriate reasonable adjustments, phased returns and Occupational Health referrals as set out in this policy and procedure.

1.12. Consideration will be given to any difficulties which an employee may be facing, and the Trust will provide reasonable support and assistance to help the employee to overcome them. Such support and assistance may include, where appropriate, the Trust seeking medical or other advice regarding the effective management of any sickness absence.

1.13. All personal and sensitive personal data obtained during the operation of this policy and procedure will be handled with the utmost integrity and confidentiality.

2. General Principles

2.1. The Trust will:

2.1.1. Never ignore sickness absence

2.1.2. Always monitor sickness absence

2.1.3. Ensure that short term absences do not go unnoticed

2.1.4. Take swift, supportive action if the absence is work related

2.1.5. Keep accurate, up to date, employee attendance records

2.1.6. Handle attendance problems promptly and sensitively, in a supportive manner

2.1.7. Develop and maintain an atmosphere that encourages people to come to work

2.1.8. Ensure that employee wellbeing is monitored and that an atmosphere is developed in which employee wellbeing is given due importance.

2.1.9. Deal with each person as an individual

2.1.10. Treat all staff fairly and consistently

2.1.11. Keep the Trust informed about the academy's sickness absence rate so that this can be kept under review.

2.1.12. Seek support and advice from its HR provider, Occupational Health and the Diocesan Schools Commission, as appropriate.

3. Informal Approach

3.1. Prior to invoking the formal steps set out in this policy and procedure you and/or your line manager or the CEO / Principal / Head Teacher may (where appropriate and practicable) initiate an informal discussion regarding your absence from work with a view to facilitating your attendance at work and providing assistance and support where necessary. Where absence relates to the CEO / Principal / Head Teacher, this meeting will be with the Chair of the Local Governing Body.

3.2. Depending on the circumstances and cause of your absence, an informal discussion may lead to agreeing strategies with you to help improve and maintain attendance levels. This may include a referral to Occupational Health.

3.3. Following an information discussion, you will be provided with a note of the discussion, and you will have an opportunity to provide written comments on the note of the meeting prior to it being included on your personnel file. The note of the meeting will include details of any strategies agreed with you to help improve and maintain your attendance along with a timescale for improvement and a review of your progress.

3.4. The Trust is not procedurally required to implement an informal approach to investigating the reason for your absence, although the Trust acknowledges that it is good practice to do so, and it will expect an informal approach to be followed in the majority of cases. It is your responsibility to follow the appropriate procedure in informing the Trust of the reason for your absence and to fulfil your obligations set out in Section 4 below. It should be noted that periods of absence that are dealt with using an informal approach count towards the review points set out in Sections 9 and 10.

4. Employee's Obligations

4.1. Employees are expected to:

4.1.1. Attend work when fit to do so

4.1.2. Comply with the Trust's sickness notification procedure

4.1.3. Seek medical advice and treatment, where appropriate, to ensure that it is received as quickly as possible in order to facilitate a return to work

4.1.4. Take and follow the medical advice and treatment offered

4.1.5. Keep in regular touch (consistent with your medical condition) and inform the CEO / Principal / Head Teacher (or Chair of the Local Governing Body, in the case of sickness absence of the CEO / Principal / Head Teacher), of any significant developments affecting the period of absence

4.1.6. Attend medical appointments promptly (including Occupational Health appointments as required)

4.1.7. Inform the CEO / Principal / Head Teacher (or Chair of the Local Governing Body, in the case of the sickness absence of the CEO / Principal / Head Teacher) immediately of any side effects associated with your health

condition and /or medication that could have an impact on your suitability to work with children.

5. Sickness Notification Procedure

5.1. In the event that you are unable to attend work due to ill health, you must contact the Trust in accordance with the terms of your contract of employment (and this policy and procedure). If you do not report for work and have not explained the reason for your absence, you should expect to be contacted by telephone, e-mail, letter or text by your line manager or other nominated individual who will want to enquire after your health.

5.2. You should contact the Trust personally and not ask third parties (such as members of your family or friends) to inform it on your behalf. This is because the Trust cannot be certain of the identity of the third party and whether they are acting in your best interests. In exceptional circumstances where you are physically incapable of communicating with the Trust yourself (for example due to being hospitalised in a state of concussion), it may be necessary for the Trust to rely on a third-party explanation for your absence.

5.3. Brief details of the reason for absence and, if possible, some indication of a likely return to work date should be given during this contact. The position in relation to current workload should be discussed in order to help the Trust make appropriate cover arrangements. You should ensure that the Trust is kept informed of your expected return to work date.

5.4. If your absence is the result of an accident or an injury sustained at work, then this information must be made known. You should indicate if the incident has been reported, when it was reported and to whom.

5.5. If you are still unfit for work after three successive working days you must contact the CEO / Principal / Head Teacher or nominated person on the fourth day of absence and advise them of the likely duration of your continued absence according to any medical advice you may have received.

5.6. All employees will be required to complete a sickness self-certification form for all absences of up to seven consecutive days (inclusive of weekends and bank/public holidays). A Statement of Fitness for Work must be provided by all staff and sent to the CEO / Principal / Head Teacher or other nominated person from the 8th calendar day of sickness (counting days for this purpose Saturdays and Sundays are included). If your Statement of Fitness for Work indicates you may be fit for work with adaptions, this will be discussed with you. Where it is not possible to implement the recommended adaptions, you will remain on sickness absence until it is possible for the Trust to make the adaptions, until the adaptions are no longer required or you are fit to return to work.

5.7. If more than one Statement of Fitness for Work is required for any period of absence, you must keep the CEO / Principal / Head Teacher, or nominated person, informed of developments on a weekly basis. The CEO / Principal / Head Teacher, or other nominated person, is also entitled to make reasonable contact with you during your sickness absence, whether or not you have complied with the requirement to make weekly contact. The purpose of maintaining such contact

(whether on a weekly or reasonable basis) during such period of sickness absence is to ensure that the educational needs of the Trust are fulfilled, to give you the opportunity to indicate if there are any ways in which the Trust may be able to support you and to give you the opportunity (if you wish it) to be kept up to date with developments at the Trust and/or the academy in which you work.

5.8. The requirement that you maintain weekly contact during any period of sickness absence may be relaxed by the Trust if a Statement of Fitness for Work indicates that such contact would significantly impact your recovery prognosis or, alternatively, by agreement between you and the Trust or academy in which you work.

5.9. Further information relating to sick pay entitlements are set out in the Burgundy Book (for teaching staff) and the Green Book (for support staff).

6. Return to Work Discussions

6.1. After **every** absence your line manager (or other appointed person) will welcome you back to work and discuss with you:

6.1.1. the reasons for your absence;

6.1.2. whether the appropriate notification has been completed and provided;

6.1.3. your fitness to work; and

6.1.4. whether there are any issues which require particular support from the Trust, , which may include a phased return to work, risk assessments any measures or support the Trust may be able to accommodate or any reasonable adjustments, if you are disabled.

6.2. A record of this return-to-work discussion should be placed on your personnel file and you will be provided with an opportunity to provide written comments on the record of the return to work discussion prior to it being included in your personnel file.

6.3. Your line manager (or other appointed person) may use the return-to-work discussion as an opportunity to bring you up to date with developments within the Trust and/or academy in which you work during your absence.

6.4. It is anticipated that a return-to-work discussion would normally last up to 15 minutes, but this is an indication only.

6.5. Because of the nature of your medical condition, you may prefer not to discuss the reasons for absence with your line manager (or other appointed person) and, in that case, you may hold the return-to-work discussion with a member of the Senior Leadership Team identified by the CEO / Principal / Head Teacher. If you have any preference in relation to the identity of the member of the Senior Leadership Team, for example because you would prefer to have the discussion with somebody of the same sex, such a request will not be unreasonably refused.

6.6. All return-to-work discussions will be supportive and will seek to address any issues that might lead to future absence.

6.7. It should be noted that a return-to-work discussion will be held following every period of absence regardless of its duration. If a review point has been reached as outlined in Sections 9 or 10, a return-to-work discussion will still be held and the employee will be told in this discussion to expect an invitation to a Formal Absence Review Meeting.

6.8. If you have been absent for a long period, it may be appropriate to arrange for a return-to-work discussion to take place before the day of your return. A phased return to work may be planned in this meeting, along with any measures or support the Trust may be able to accommodate and any reasonable adjustments, if you are disabled.

7. Occupational Health Referral

7.1. The Trust may, at any time it considers appropriate, refer you to Occupational Health for an assessment of your health and:

7.1.1. Its impact on your attendance at work

7.1.2. Its impact on your fitness to perform the duties required by your employment

7.1.3. Its impact on your ability to attend formal meetings or interviews under this or any other applicable procedure

7.1.4. What steps the Trust could take to improve your health and/or attendance.

7.2. A referral to Occupational Health is a supportive measure and you are expected to cooperate fully where such a referral is made. Occupational Health appointments will be scheduled during working time, where possible.

7.3. Before making any decision to dismiss you on notice under this Sickness Absence Policy and Procedure the Trust will have referred you for at least one Occupational Health assessment and will usually consider the most recent assessment.

7.4. Notwithstanding Paragraph 7.3 above, if you decide not to engage in an Occupational Health referral the Trust will have no option but to proceed to make decisions without the benefit of medical advice and opinion and this may impact upon your sick pay entitlement.

8. Absence Reviewer, Final Absence Reviewer and Appeal Manager

8.1. The table below sets out the persons to be appointed, where possible, throughout the stages of the sickness absence review procedure depending on the person who is/has been absent from work due to sickness.

Employee Level	*Absence Reviewer*	*Final Absence Reviewer*	*Appeal Manager (re Written Warnings)*	*Appeal Manager (re Dismissal)*
CEO / Principal / Head Teacher	Chair or a non-staff Director/LAC Member (other than the Vice- Chair) nominated by the Chair	Directors'/ LACs' Absence Panel appointed by the Vice-Chair	A non-staff Director/ LAC Member (other than the Chair or Vice- Chair) nominated by the Vice-Chair	Directors'/ LACs' Appeal Panel, appointed by the Vice- Chair
Other Leadership Spine	CEO / Principal / Head Teacher	Chair or a non-staff Governor nominated by the Chair	A non-staff Director/ LAC member nominated by the Vice-Chair	Directors'/ LACs' Appeal Panel
Other Teaching Staff	A member of the Leadership Team (other than the CEO / Principal / Head Teacher) appointed by the CEO / Principal / Head Teacher or in the event that (1) above cannot be complied with, (2)A person appointed by the CEO / Principal / Head Teacher	CEO / Principal / Head Teacher	Chair or a non-staff Director/ LAC member nominated by the Chair	Directors'/ LACs' Appeal Panel
Other Support Staff	A person appointed by the CEO / Principal / Head Teacher	CEO / Principal / Head Teacher	Chair or a non-staff Director / LAC member nominated by the Chair	Directors'/ LACs' Appeal Panel

NB: In law, only the Trust, as the employer of staff, has the power to terminate employment. The Trust has therefore delegated this power to the Final Absence Reviewer in accordance with the table above.

9. Persistent Intermittent Absence

9.1. Persistent intermittent sickness absence can be defined as frequent short-term absences from work that are normally sporadic and attributable to minor ailments, in many cases such periods of absence are unconnected. If periods of persistent intermittent sickness absence are for the same illness, a referral to Occupational Health may be required.

9.2. Managerial problems are created by the frequency of persistent intermittent absences. The reasons behind persistent intermittent absences will always be investigated, as such absences can only be addressed effectively through proper monitoring systems and effective management action.

9.3. **Review Points**

9.3.1. When the following review points are reached, the Trust will consider whether a Formal Absence Review Meeting is required, Decisions will be taken on an individual basis and a Formal Absence Review Meeting will not

take place automatically as soon as a review point is reached, it may also be appropriate in some cases to hold a Formal Absence Review Meeting prior to a review point being reached:

9.3.2. Sickness absence of 10 or more working days in any 12-month period, accrued over 3 or more periods of absence.

9.3.3. Sickness absence of 6 or more days accrued over 2 or more periods in any 4-month period.

9.3.4. Two periods of sickness absence of 4 or more days in any 12-month period.

9.3.5. Any levels of absence which show a trend or pattern e.g. Friday – Monday absences, monthly dates (e.g. last Friday every month) and any other notable dates.

10. Long Term Absence

10.1. Long-term absence (which is usually defined as an absence lasting at least 4 calendar weeks or more) is where an employee is absent from work for a considerable number of weeks or months as the result of a serious health problem or planned medical procedure. It can normally be distinguished from persistent intermittent absence in that it tends to be continuous and is usually as a result of an underlying medical condition.

10.2. **Review Points**

10.2.1. Any long-term absence lasting 4 working weeks or more will normally lead to a Formal Absence Review Meeting but each case will be looked at individually and an absence lasting 4 working weeks or more will not automatically lead to a Formal Absence Review Meeting. In cases of long-term absence where a Statement of Fitness for Work confirms you will be absent from work for a period of 4 or more working weeks, any Formal Absence Review Meeting will be held towards the end of the certified period of absence.

11. Formal Absence Review Meetings

11.1. Where a Formal Absence Review Meeting has been triggered in accordance with Paragraphs 9.3 or 10.2 above, the Trust will appoint an Absence Reviewer in accordance with Section 8. The Absence Reviewer will write to you inviting you to a Formal Absence Review Meeting. You will be given at least 5 working days' notice of such meeting. At the same time as sending you the letter inviting you to the Formal Absence Review Meeting, the Absence Reviewer will also send you a copy of the Absence Report which they have prepared, and which shall:

11.1.1. Provide details of your absences from work indicating the reasons you gave for the absence

11.1.2. Set out any suggestions made by you or the Trust as to any changes to your working arrangements that may reduce your absence(s) or assist your return to work and any other measures or support the Trust may be able to put in place (including any reasonable adjustments, if you are disabled).

11.1.3. Include copies of self-certificates, Statements of Fitness for Work and all medical reports including those obtained from Occupational Health.

11.1.4. If appropriate, state that one of the possible outcomes may be the termination of your employment on the grounds of ill-health.

11.2. At a Formal Absence Review Meeting you will have the opportunity to:

11.2.1. Present any medical evidence in your possession or which you think is relevant

11.2.2. Make reasonable suggestions about managing your return to work including any phased return to work, change or reduction of duties and / or working hours

11.2.3. Make suggestions of other support or measures that may be able to be put in place (and any reasonable adjustments that could be made, if you are disabled).

12. Formal Responses

12.1. The Absence Reviewer will send you a copy of the notes of the Formal Absence Review Meeting and will confirm the outcome of the Formal Absence Review Meeting in writing within 5 working days of the date of such meeting. The Absence Reviewer may, in addition to making an Occupational Health referral, make the following formal responses:

12.1.1. No action required.

12.1.1.1. The Absence Reviewer may conclude that no action is required, and no further action will be taken pursuant to the policy and procedure

12.1.2. Reasonable adjustments to working arrangements.

12.1.2.1. These will vary on a case-by-case basis depending on the medical condition identified. Reasonable adjustments for disabled staff may be made alongside a Stage 1 Absence Letter and/or a Stage 2 Absence Letter.

12.1.3. A Stage 1 Absence Letter.

12.1.3.1. In the context of Formal Absence Review Meeting called in response to persistent intermittent absences this is a letter stating that if you are absent from work for two or more working days in the next six months you may be invited to a further Formal Absence Review Meeting where you may be at risk of being issued with a Stage 2 Absence Letter. Please note that the two or more working days absence do not need to be consecutive. A stage 1 Absence Letter may, if appropriate, be accompanied by an action plan which provides details of any improvements necessary to achieve satisfactory levels of attendance and the timescale for improvement including details of any support or training to be provided.

12.1.3.2. In the context of a long-term sickness absence this is a letter stating

that if you are not fully back to work within between 4-12 working weeks there may be a further Formal Absence Review Meeting. The precise number of working weeks will be set by reference to the available medical evidence. At this further Formal Absence Review Meeting, the Absence Reviewer may, in additional to making an Occupational Health referral, issue with a further Stage 1 Absence Letter or a Stage 2 Absence Letter or may determine that no further action is required. If are already fully back to work by the time of the Formal Absence Review Meeting, the Stage 1 Absence Letter will acknowledge this and will state that if you are absent from work for one or more working weeks in the next 6 months you may be invited to a further Formal Absence Review Meeting where you may be at risk of being issued with a Stage 2 Letter.

12.1.4. A Stage 2 Absence Letter

12.1.4.1. In the context of Formal Absence Review Meeting called in response to persistent intermittent absence this is a letter stating that if you are absent from work at all in the next six months you may be referred to the Final Absence Reviewer who will invite you to a Final Absence Review Meeting which could lead to your dismissal. A Stage 2 Absence Letter may, if appropriate, be accompanied by an action plan which provides details of any improvements necessary to achieve satisfactory levels of attendance and the timescale for improvement including details of any support to be provided.

12.1.4.2. In the context of long-term sickness absence this is a letter stating that if you are not fully back to work within between 4-12 working weeks you will be referred to the Final Absence Reviewer who will invite you to a Final Absence Review Meeting which could lead to your dismissal. The precise number of working weeks will be set by reference to the available medical evidence. If you ate already fully back at work by the time of the Formal Absence Review Meeting the Stage 2 Absence Letter will acknowledge this and will state that if you are absent from work for one or more working weeks in the next 6 months you may be referred to the Final Absence Reviewer who will invite you a Final Absence Review Meeting which could lead to your dismissal.

12.2. Where a Final Absence Review Meeting is due to take place, the Trust will appoint a Final Absence Reviewer in accordance with Section 8. The Final Absence Review will write to you inviting you to the Final Absence Review Meeting. At the same time as sending you the letter, the Final Absence Reviewer will also send you a copy of an updated Absence Report containing the information listed in Paragraph 11.1 which will be updated, if possible, to include an up-to-date Occupational Health assessment. The letter inviting you the Final Absence Review Meeting will state that one of the possible outcomes may be the termination of your employment

12.3. Any evidence you wish to present at the Final Absence Review Meeting should be provided to the Final Absence Reviewer at least two working days prior to the meeting.

12.4. A Final Absence Review Meeting may be adjourned if further information is required by the Final Absence Reviewer. You will be given at least 5 working days written notice of any reconvened meeting and you should provide any evidence you wish to present at any reconvened meeting at least two working g days prior to the meeting.

12.5. The Final Absence Reviewer will send you a copy of the notes of the Final Absence Review Meeting and will confirm the outcome within 5 working days of the date of such meeting. The Final Absence Reviewer may, in addition to the responses available to the Absence Reviewer), make the following formal responses:

12.5.1. Dismissal with Notice.

12.5.1.1. In coming to such a decision in relation to a case of **persistent intermittent absence** the Final Absence Reviewer will consider:

12.5.1.2. The total absence and pattern of absence

12.5.1.3. The available medical prognosis

12.5.1.4. Advice from Occupational Health

12.5.1.5. The reasons advanced for the absence

12.5.1.6. How long the employee has worked for the Trust

12.5.1.7. Is the job a key job? If so, how long can the Trust effectively function without the employee's contribution?

12.5.1.8. The additional demands the persistent intermittent absence has generated for other employees of the Trust and the impact of the employee's absence on colleagues, students and the wider Trust community

12.5.1.9. Whether other reasonable adjustments have been considered

12.5.1.10. Whether other reasonable adjustments have been made and, if so, whether they were effective

12.5.1.11. Whether adequate support was offered by the Trust

12.5.1.12. whether redeployment has been considered and/or ill-health retirement, if appropriate.

12.5.1.13. In coming to such a decision in relation to a case of **long-term absence** the Final Absence Reviewer will consider:

12.5.1.14. The available medical prognosis

12.5.1.15. Advice from Occupational Health

12.5.1.16. Is complete recovery likely and, if so, when?

12.5.1.17. How long the employee has worked for the Trust

12.5.1.18. Is the job a key job? If so, how long can the Trust effectively function without the employee's contribution?

12.5.1.19. The additional demands the absence has generated for other employees of the Trust and the impact of the employee's absence on colleagues, students and the wider Trust community

12.5.1.20. Whether alternative employment or a transfer is available, suitable and acceptable

12.5.1.21. Whether ill-health retirement has been explored

12.5.1.22. Whether other reasonable adjustments have been considered

12.5.1.23. Whether other reasonable adjustments have been made and, if so, whether they were effective?

12.5.1.24. Where adequate support was offered by the Trust.

12.6. In a case where your employment is terminated, the Final Absence Reviewer will recommend to the Trust that your employment is terminated in accordance with your contract of employment, and the Trust will take appropriate steps to terminate your employment.

12.7. In the event that your employment is terminated with notice:

12.7.1. If your contract of employment contains a garden leave clause the Trust may exercise that clause so that you are not required to attend the Trust or the Trust's academy in which you work during your notice period but remain employed and so bound by the terms of your contract of employment until the expiry of the notice period; or

12.7.2. If your contract of employment contains a payment in lieu of notice clause the Trust may exercise that clause to bring your contract to an end with immediate effect.

12.8. You may appeal against a Stage 1 Absence Letter or a Stage 2 Absence letter by writing to the Clerk of the Local Governing Body within 5 working days of the date of the relevant letter.

12.9. You may appeal against a decision to dismiss with notice by writing to the Clerk of the Local Governing Body within 10 working days of the date of the notification of termination.

12.10. Any appeal letter lodged in accordance with Paragraphs 12.8 or 12.9 above must set out the grounds of your appeal in detail. When preparing your appeal letter, you may wish to consider the following grounds:

12.10.1. that the action taken was unfair

12.10.2. that the sickness absence policy and procedure was applied unfairly or

defectively

12.10.3. that new evidence has come to light which was not availed when the relevant decision was made by the Absence Reviewer or Final Absence Reviewer

12.10.4. that the sanction was overly harsh in all the circumstances.

12.11. The fact of the appeal does not delay the commencement of any period of time covered by an Absence Letter or of any notice period.

12.12. Any appeal should normally be heard within 20 working days of the Clerk of the Local Governing Body receiving your appeal letter. You will be given at least 5 working days' notice of an Appeal Meeting and you should provide any evidence you wish to present at your appeal at least 2 working days prior to the Appeal Meeting.

12.13. Written or oral evidence can be presented at the Appeal Meeting. If written evidence from the Trust is to be relied upon, you will be provided with it at least 5 working days prior to the Appeal Meeting and you will be given the opportunity to comment on it at the Appeal Meeting. If you do not attend the Appeal Meeting, you will be given the opportunity to provide written responses to any evidence presented.

12.14. If oral evidence is heard, you will be given an opportunity to comment on it either by (a) attending the Appeal Meeting or (b) reviewing the notes of that oral evidence after the Appeal Meeting. In the event of (b), you must provide any response to the notes of the oral evidence within 5 working days of being provided with the same. The Appeal Manager will consider all of the evidence provided, and your comments on the same, in order to determine whether the relevant decision was fair and reasonable.

12.15. The Appeal Manager will confirm the outcome of the Appeal Meeting in writing to you within 5 working days of the date of the Appeal Meeting or receipt of your responses to the notes of the oral evidence provided to you in accordance with Paragraph 12.14 above, as appropriate. The decision of the Appeal Manager is final and there will be no further right of appeal. The outcomes of the Appeal Meeting are that:

12.15.1. the Appeal Manager may uphold the decision of the Absence Reviewer or Final Absence Reviewer and any sanction imposed by the Absence Reviewer or Final Absence Reviewer will be upheld; or

12.15.2. The Appeal Manager may uphold the employee's appeal and conclude that any sanction imposed by the Absence Review or Final Absence Reviewer should be withdrawn and that no further action should be taken pursuant to this policy and procedure.

12.16. Should an appeal against dismissal be successful, you will be reinstated with no loss of pay or break in your continuous service.

13. Directors'/Governors' Panels

13.1. Directors' / Governors' Absence and Appeal Panels shall comprise three non-staff Directors / Governors not previously involved in the matter and shall not comprise the Chair or Vice-Chair of the Local Governing Body unless there are insufficient numbers of non-staff Directors / Governors not previously involved in the matter, in which case the Chair and / or Vice-Chair of the Local Governing Body may be appointed to a Directors' / Governors' Absence or Appeal Panel but only if they have not previously been involved in the matter.

13.2. In the exceptional event that there are insufficient numbers of Directors/Governors available to participate in a Directors'/Governors' Absence or Appeal Panel, the Trust may appoint associate members solely to participate in the appropriate Directors'/Governors' Absence or Appeal Panel on the recommendation of the Diocesan Schools Commission.

14. Companion

14.1. If you are the subject of any Formal Absence Review Meeting, Final Absence Review Meeting or Appeal Meeting, you may be accompanied by a companion, such as a colleague or a Trade Union Representative.

14.2. You must let the relevant Reviewer or Manager know who your companion will be at least one working day before the relevant meeting.

14.3. If you have any particular reasonable need, for example, because you have a disability, the Trust may agree to you being accompanied by a suitable helper (such as a relative or friend).

14.4. Your Companion can address the meeting in order to:

14.4.1. put your case;

14.4.2. sum up your case;

14.4.3. respond on your behalf to any view expressed at the meeting; and

14.4.4. Ask questions on your behalf

14.5. Your companion can also confer with you during the meeting.

14.6. Your companion has no right to:

14.6.1. answer questions on your behalf;

14.6.2. address the meeting if you do not wish it; or

14.6.3. prevent you from explaining your case

14.7. Where you have identified your companion and they have confirmed in writing to the relevant Reviewer or Manager that they cannot attend the date or time set for the meeting, the relevant meeting will be postponed for a period not in excess of five working days from the date set by the Trust to a date or time agreed with your companion. Should your companion subsequently be unable to attend the rearranged meeting, it may be held

in their absence or written representations will be accepted.

15. Timing of Meetings

15.1. The aim is that meetings under this policy and procedure will be held at mutually convenient times, but depending on the circumstances, meetings may:

15.1.1. need to be held when you are timetabled to teach

15.1.2. exceptionally be held during planning, preparation and administration time if this does not impact on lesson preparation.

15.1.3. Exceptionally be held after the end of the working day.

15.1.4. not be held on days on which you would not ordinarily work.

15.1.5. be extended by agreement between the parties if the time limits cannot be met for any justifiable reason.

15.2. Where an employee is persistently unable or unwilling to attend a meeting without good cause, the relevant Reviewer or Manager will make a decision on the evidence available.

16. Venue for Meetings

16.1. The relevant Reviewer or Manager can hold the meeting off the Trust premises or the academy site at which the employee works to minimise any distress to them. Any reasonable request to do so will not be unreasonably refused. If the employee is unable to attend a meeting in person due to illness, alternative arrangements will be made where this is possible.

17. Assistance

17.1. In all cases involving the CEO / Principal / Head Teacher or a person on the Leadership Spine, or the potential or actual dismissal of any other member of staff, the Diocesan Schools Commission may send a representative to advise the Absence Reviewer, the Final Absence Reviewer or the Appeal Manager.

18. Unauthorised Absence/False Information

18.1. Unauthorised absence will be dealt with under the Trust's Disciplinary Policy and Procedure and may result in disciplinary action, including dismissal.

18.2. The provision of any false information will be dealt with under the Trust's Disciplinary Policy and Procedure and may result in disciplinary action, including dismissal.

19. Review of this Procedure

19.1. This procedure produced by the Catholic Education Service (CES) for use in Catholic Voluntary Academies in England, was produced in September 2013, updated in June 2016, May 2018 and May 2021 following consultation with the national trade unions. It may be adapted, as appropriate, for use in joint Church academies subject to the approval of the

CES on referral by the relevant Catholic diocese.

SOCIAL MEDIA POLICY

1. Introduction

1.1. This policy applies to every individual working for the Trust, irrespective of their status, level or grade. It therefore includes but is not limited to the CEO / Principal / Head Teacher Heads of Department, members of the Senior Leadership Team, governors, trustees, members, directors, employees, consultants, contractors, trainees, volunteers, part-time employees or workers, fixed-term employees, casual and agency staff (collectively referred to "you" and "Staff" in this policy). Third parties who have access to the Trust's electronic communications systems and equipment, including MIS suppliers / website management, are also required to comply with this policy.

1.2. This policy does not form part of any employee's terms and conditions of employment and is not intended to have contractual effect, except as where expressly stated otherwise in this policy.

1.3. The Trust reserves the right to amend this policy at any time, particularly in accordance with the Trust's data protection obligations and Staff will be notified of any changes no later than one month from the date those changes are intended to have effect.

1.4. The Trust understands that the internet and social media platforms are increasingly used as a means of communication both at work and at home. This policy outlines the standards the Trust requires Staff to observe when using social media, the circumstances in which it will monitor the use of social media and the action it will take if this policy is breached.

1.5. This policy applies to the use of social media both for work and personal purposes, whether during working hours or otherwise. It applies regardless of whether social media is accessed using the Trust's network, facilities or equipment or those belonging to you.

1.6. The Trust recognises that the internet provides unique opportunities to participate in interactive discussions and share information on particular topics using a wide variety of different applications. However, your use of social media can pose a risk to the Trust's confidential and propriety information, its reputation and it can jeopardise its compliance with legal obligations as well as damaging the professional standing of Staff.

1.7. To minimise these risks, to avoid loss of productivity and to ensure that the Trust's IT resources and communications systems are used only for appropriate work-related purposes, all Staff are required to comply with the provisions of this policy. It is to be read in conjunction with the Trust's Electronic Communications Policy, Staff Acceptable Use Policy and Whistleblowing Policy.

1.8. Breach of the provisions of this policy may be regarded as a disciplinary offence which may result in disciplinary action up to and including summary dismissal in accordance with the Trust's Disciplinary Policy and Procedure.

2. Scope and Purpose of this Policy

2.1. In this policy "social media" means internet-based applications which allow users to collaborate or interact socially by creating and exchanging content, such as social networks or platforms, community sites, blogs, microblogging sites, wikis, web forums, social bookmarking services and user rating services. Examples include, but are not limited to, Facebook, Snapchat, Instagram, TikTok, LinkedIn, Twitter, Yammer, YouTube, Tumblr, Flickr, SlideShare, Foursquare, Pinterest, Tinder, Grindr etc., the review areas of e-commerce sites

and comment sections on internet sites or Apps.

2.2. Social media platforms allows all of us to build connections and to share ideas and content more broadly and quickly than ever before, and the Trust supports their use. However, improper use of social media may give rise to a breach of your employment contract and/or the Trust's policies, and/or the following:

2.2.1. bullying, harassment and unlawful discrimination;

2.2.2. defamation (i.e. damaging the good reputation of another person or organisation);

2.2.3. contempt of court (i.e. interfering with the administration of justice, e.g. by revealing someone's identity that had been protected by the courts);

2.2.4. breach of data protection laws;

2.2.5. misuse of confidential information belonging to us or to Staff, students or parents, affiliates, partners, suppliers, vendors or other stakeholders; and

2.2.6. damage to the reputation of the user, the Trust and/or its Staff, students or parents, affiliates, partners, suppliers, vendors or other stakeholders.

2.3. This policy does not seek to regulate how Staff use social media in a purely private capacity, provided its use has no bearing on the Trust or its activities.

2.4. This policy is intended to ensure that Staff understand the rules governing their use of social media in relation to their work for the Trust, or when referencing the Trust, or where use of social media may affect the Trust or its activities. It is designed to help you use these platforms and services responsibly, so as to minimise the risks set out above and to ensure consistent standards of use of social media.

2.5. This policy therefore applies where:

2.5.1. your use of social media relates to the Trust or its activities;

2.5.2. your use of social media relates to, or is otherwise connected with, your work, whether the intended use is personal or professional;

2.5.3. you represent yourself, or are otherwise identifiable, as someone employed by, or otherwise associated with the Trust.

3. Personnel Responsible for Implementing the Policy

3.1. The Board of Trustees has overall responsibility for the effective operation of this policy but has delegated day-to-day responsibility for its operation to the Local Governing Body and in turn to their CEO / Principal / Head Teacher.

3.2. Responsibility for monitoring and reviewing the operation of this policy and making recommendations for change to minimise risks also lies with the CEO / Principal / Head Teacher in liaison with the IT Manager.

3.3. All senior Staff 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.

3.4. All Staff are responsible for the success of this policy and should ensure that they take the time to read and understand it.

3.5. Any misuse of social media should be reported to the CEO / Principal / Head Teacher in the first instance. Questions regarding the content or application of this policy should be directed by email the CEO / Principal / Head Teacher.

4. Compliance with Related Policies and Agreements

4.1. Social media should never be used in a way that breaches any of the Trust's other policies. If an internet post would breach any of the Trust's policies in another forum, it will also breach them in an online forum. For example, Staff are prohibited from using social media to:

4.1.1. breach the Trust's Electronic Information and Communications Systems policy and Staff Acceptable Use Policy;

4.1.2. breach the Trust's obligations with respect to the rules of relevant regulatory bodies;

4.1.3. breach any obligations the Trust or you may have relating to confidentiality;

4.1.4. breach the Trust's Disciplinary Rules;

4.1.5. defame or disparage the Trust, its Staff, its students or parents, its affiliates, partners, suppliers, vendors or other stakeholders;

4.1.6. harass or bully Staff in any way or breach the Trust's Harassment and Bullying policy;

4.1.7. unlawfully discriminate against Staff or third parties or breach the Trust's Equal opportunities policy;

4.1.8. breach the Trust's Data Protection policy (for example, never disclose personal information about a colleague online);

4.1.9. 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).

4.2. 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 organisation.

4.3. Employees who breach any of the above policies will be subject to disciplinary action up to and including termination of employment. The Trust will take appropriate alternative action against other Staff or third parties.

5. Personal use of Social Media

5.1. You must not use the Trust's computers, networks or systems (including via smartphones or tablet devices) to access social media platforms for personal use at any time.

5.2. Any use of social media platforms is strictly prohibited and permission to use the Trust's systems to access social media platforms for personal use that may be granted by the Trust in exceptional circumstances from time to time may be withdrawn at the Trust's discretion.

5.3. You should not use a work email address to sign up to any social media account and any personal social media page should not make reference to your employment with the Trust (excluding LinkedIn, where prior permission has been provided by from CEO / Principal / Head Teacher).

5.4. Staff must not take photos or posts from social media that belong to the Trust for their own personal use.

6. Monitoring

6.1. The contents of the Trust's IT resources and communications systems are property of the Trust. 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 the Trust's electronic information and communications systems.

6.2. The Trust reserves the right to monitor, intercept and review, without further notice, Staff activities using the Trust's IT resources and communications systems, including but not limited to social media postings and activities, to ensure that its rules are being complied with and 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, logins, recordings and other uses of the systems as well as keystroke capturing and other network monitoring technologies.

6.3. The Trust 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.

6.4. All Staff are advised not to use the Trust's IT resources and communications systems for any matter that they wish to be kept private or confidential from the Trust.

7. Educational or Extra Curricular Use of Social Media

7.1. If your duties require you to speak on behalf of the Trust in a social media environment, you must follow the protocol outlined below.

7.1.1. You may be required to undertake training before you use social media and the Trust may impose certain requirements and restrictions with regards to your activities.

7.1.2. You must obtain the express, written approval from the CEO / Principal / Head Teacher before posting any content on the Trust's social media platforms.

7.1.3. If you are contacted for comments about the Trust for publication on any forum, including in any social media outlet, you must direct the inquiry to the CEO / Principal / Head Teacher if you work at one of the Trust's academies or the Trust CEO, as appropriate, and must not respond without advanced written approval.

7.1.4. In the event of a serious incident / crisis only the Trust's or academy's designated spokesperson should speak on behalf of the Trust or the academy, as appropriate.

8. Recruitment

8.1. The Trust will carry out an online search against shortlisted candidates during the recruitment process. The Trust will only search for information that is publicly available online, which may include social media accounts you may hold. Where the Trust does this, it will act in accordance with its data protection and equal opportunities obligations.

9. Responsible Use of Social Media

9.1. The following sections of the policy provide Staff with common-sense guidelines and recommendations for using social media responsibly and safely and in accordance with the Trust's safeguarding obligations.

9.2. Photographs for Use of Social Media:

9.2.1. Any photos for social media posts may only be taken using Trust cameras / devices or devices that have been approved in advance by the CEO / Principal / Head Teacher. Where any device is used that does not belong to the Trust all photos must be deleted immediately from the device, once the photos have been uploaded to a device belonging to the Trust.

9.3. Protecting The Trust's Business Reputation:

9.3.1. You should have no expectation of privacy or confidentiality in anything you create ore share on social media platforms. When you create or exchange content using social media you are making a public statement. As such, your content will not be private and can be retweeted, copied or forwarded to third parties without your consent. You should therefore consider the potential sensitivity of disclosing information (such as sickness absence information) on a platform. Once sensitive or confidential information (or offensive or defamatory information) has been disclosed, it cannot be recovered, and this may result in liability for both you and the Trust.

9.3.2. Bear in mind that, even if you are using social media in a personal capacity, other users who are aware of your association with the Trust might reasonably think that you speak on the Trust's behalf. You should take account of any adverse impact your content might have on the Trust's reputation or its Staff, students or parents, governors, trustees, member, directors, affiliates, partners, suppliers, vendors or other stakeholders.

9.3.3. When creating or exchanging content on a social media platform, you must at all times comply with your contract of employment with the Trust, the Trust's disciplinary rules and any policies or procedures that may be relevant.

9.3.4. In particular, you must not:

9.3.4.1. not breach the Trust's Harassment and Harassment Policy by harassing or bullying other members of staff;

9.3.4.2. not discriminate against Staff or third parties;

9.3.4.3. not breach The Trust's Data Protection Policy, Electronic Information and Communications Systems Policy, Staff Acceptable use Policy or Whistleblowing Policy and Procedure;

9.3.4.4. respect any confidentiality obligations owed by you or the Trust, and not disclose sensitive material or privacy rights of the Trust or any third party;

9.3.4.5. not create or exchange or link to abusive, obscene, discriminatory, derogatory, defamatory or pornographic content;

9.3.4.6. not upload, post or forward any content belonging to a third party unless you have that third party's consent;

9.3.4.7. ensure that any quotes from third party material are accurate; check that a third-party website permits you to link to it before including a link and ensure that the link makes clear to the user that the link will take them to the third party's site; and

9.3.4.8. not post, upload, forward or post a link to chain mail, junk mail, cartoons, jokes or gossip.

9.3.5. In addition, Staff must not post disparaging or defamatory statements about:

9.3.5.1. the Trust or any of its academies;

9.3.5.2. current, past or prospective Staff as defined in this policy;

9.3.5.3. current, past or prospective students;

9.3.5.4. current, past or prospective parents, carers or families of students mentioned above;

9.3.5.5. the Trust's governors, trustees, member, directors, suppliers and service providers; and

9.3.5.6. other affiliates and stakeholders.

9.3.6. You should be honest and open but also mindful of the impact your activity on a social network or platform may have to the perception of the Trust.

9.3.7. You should avoid posting in relation to or discussing topics that may be inflammatory, such as politics or religion.

9.3.8. Do not escalate "heated" discussions, try to be conciliatory and respectful and quote facts to lower the temperature and correct misrepresentations. Never contribute to a discussion if you are upset or angry.

9.3.9. If you disclose, whether directly or indirectly, your affiliation to the Trust as a member of Staff, whether past, present or prospective, you must also state that your views do not represent those of the Trust.

9.3.10. If you are uncertain or concerned about the appropriateness of any statement or posting, you should refrain from making the communication until you have discussed it with your line manager or the CEO / Principal / Head Teacher.

9.3.11. If you see content on social media that disparages or reflects poorly on the Trust, its Staff, students, parents, governors, trustees, members, directors, service providers or stakeholders, you are required to report this directly to the CEO / Principal / Head Teacher (or the Trust CEO) without unreasonable delay. All Staff are responsible for protecting the Trust's reputation.

9.3.12. You should review the privacy settings on your personal social media accounts regularly and appropriately restrict the people who can read your posts or comments. Review the content of your social media accounts on a regular basis and delete anything that could reflect negatively on you in a professional capacity or on the Trust.

9.3.13. You should avoid social media communications that might be misconstrued in a way that could damage the Trust's reputation, even indirectly.

9.3.14. Respecting Intellectual Property and Confidential Information

9.3.15. Staff should not do anything to jeopardise the Trust's confidential information and intellectual property through the use of social media.

9.3.16. In addition, Staff should avoid misappropriating or infringing the intellectual property of other educational establishments, companies, firms, organisations and individuals, which can create a liability for the Trust as well as for you personally.

9.3.17. Staff must not use Trust logos, slogans or other trademarks, or post any of the Trust's confidential or proprietary information without express prior written permission from the Trust CEO or the CEO / Principal / Head Teacher.

9.3.18. 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 an questions about whether a particular post or upload might violate anyone's copyright or trademark, as the Trust CEO or the CEO / Principal / Head Teacher in the first instance before making the communication.

9.3.19. Respecting Colleagues, Students, Parents, Clients, Service Providers and Stakeholders.

9.3.20. Staff must not post anything that their colleagues, past, current or prospective students, parents, governors, trustees, members, directors, service providers or stakeholders may find offensive or derogatory, including discriminatory comments, insults or obscenity.

9.3.21. Staff must not post anything related to colleagues, past, current or prospective students, parents, governors, trustees, members, directors, service providers or stakeholders without their advanced written permission.

9.4. **Rights to the Trust's Social Media Accounts**

9.4.1. **This Section 10 forms part of employees' contract of employment with the Trust.**

9.4.2. If, during the course of your employment with the Trust you create or make use of its social media account "Trust Account":

9.4.2.1. to the extent that the rights to the Trust Account do not belong to the social media platform (e.g. LinkedIn, Twitter), they belong to the Trust; and

9.4.2.2. the rights to any database of details created or maintained in connection with the Trust Account belong to the Trust and you must not create or maintain any separate database of those contact details.

9.4.3. On termination of your employment for any reason, and when requested by the Trust at any time, you must:

9.4.3.1. provide the Trust with the current login and password details for all Trust Accounts created or used by you; and

9.4.3.2. return any copies of the database relating to each Trust Account and refrain from using any contact details included on that database, except to the extent that those contacts are personal to you or formed part of a database that you created before you joined the Trust.

9.4.4. Where any post is going to be made on the Trust's own social media the following steps must be taken:

9.4.4.1. ensure that permission from the child's parent has been sought before the information is used on social media via home school agreements in place at individual schools.

9.4.4.2. ensure that there is no identifying information relating to a child/children in the post - for example, any certificates in photos are blank/without names or the child's name cannot be seen on the piece of work.

9.4.4.3. the post must be positive, relevant and relate to the children, the good work of Staff, the Trust or any achievements.

9.4.4.4. social media can also be used to issue updates or reminders to parents/guardians and The CEO / Principal / Head Teacher will have overall responsibility for this. Should you wish for any reminders to be issued you should contact the CEO / Principal / Head Teacher for permission to make such a post.

9.4.5. The proposed post must be presented to the CEO / Principal / Head Teacher for confirmation that the post can 'go live' before it is posted on any social media site.

9.4.6. The CEO / Principal / Head Teacher will post the information, but all staff have a responsibility to ensure that this has been adhered to.

9.5. **Monitoring and Review of this Policy**

9.5.1. The Personnel Committee and academy Business Manager, together with the CEO / Principal / Head Teacher, shall be responsible for reviewing this policy from time to time to ensure that it meets legal requirements and reflects best practice. The Board of Trustees has responsibility for approving any amendments prior to implementation.

9.5.2. The CEO / Principal / Head Teacher has responsibility for ensuring that any person who may be involved with administration or investigations carried out under this policy receives regular and appropriate training to assist them with these duties.

9.5.3. If Staff have any questions about this policy or suggestions for additions that they would like to be considered on review, they may do so by emailing the CEO / Principal / Head Teacher in the first instance.

10. Breaches of this policy

10.1. You should note that creating or sharing content on a social media platform may amount to misconduct even if it takes place:

10.1.1. on a personal account with appropriate privacy settings;

10.1.2. outside normal working hours; and/or

10.1.3. without using the Trust's computers, systems and networks.

10.2. You may be required to remove content created or shared by you which the Trust deems to be in breach of this policy. Failure to comply with such a request may in itself result in disciplinary action.

10.3. If you are found to be in breach of the provisions of this policy, it will be treated as a disciplinary offence which may result in disciplinary action up to and including summary dismissal in accordance with the Trust's Disciplinary Policy and Procedure.

10.4. As an alternative, the Trust may withdraw your access to social media platforms on its systems. If you are not an employee, breach of this policy may result in termination of the Trust's contract with you.

10.5. You are also reminded that, in certain circumstances, an act that breaches this policy may also constitute a criminal offence.

10.6. If, in the course of using social media, you become aware of any misconduct or wrongdoing by Staff, you must report it to your line manager or the CEO / Principal / Head Teacher.

10.7. If you feel that you have been harassed or bullied because of material posted or uploaded by a colleague onto a social media platform should inform your line manager or the CEO / Principal / Head Teacher in accordance with the Trust's Harassment and Bullying Procedure.

STAFF ACCEPTABLE USE POLICY AND AGREEMENT

1. Introduction

1.1. This policy is designed to enable acceptable use for staff and governors.

1.2. The Trust provides a range of ICT resources which are available to staff members and governors. In order to ensure the safety of staff, governors and students, it is important that all staff and governors follow the guidelines detailed below.

1.3. This policy aims to:

1.3.1. Promote the professional, ethical, lawful and productive use of the Trust's ICT systems and infrastructure.

1.3.2. Define and identify unacceptable use of the Trust's ICT systems and external systems.

1.3.3. Educate users about their data security responsibilities.

1.3.4. Describe why monitoring of the ICT systems may take place.

1.3.5. Define and identify unacceptable use of social networking sites and Trust devices.

1.3.6. Specify the consequences of non-compliance.

1.4. This policy applies to employees, governors, trustees, members and directors along with all users of the Trust's ICT systems, including but not limited to, contractors, consultants, volunteers, casual or agency staff (collectively referred to as "Staff" in this policy. All Staff are expected to read and understand this policy. To confirm acceptance of the policy, users will sign an Acceptable Use Agreement which is attached to this policy. Breach of this policy may result in disciplinary action for employees or other appropriate alternative action for other Staff.

1.5. The use by Staff and monitoring by the Trust of its electronic communications systems is likely to involve the processing of personal data and is therefore regulated by the Data Protection Act 2018, together with the Employment Practices Data Protection Code issued by the Information Commissioner. Staff are referred to the Trust's Data Protection Policy for further information. This policy should also be read in conjunction with the Trust's Electronic Information and Communications Systems Policy, Social Media Policy and Whistleblowing Policy.

1.6. If you are in doubt and require clarification on any part of this document, please speak to the CEO / Principal / Head Teacher.

2. Provision of ICT Systems

2.1. All equipment that constitutes the Trust's ICT systems is the sole property of the Trust.

2.2. No personal equipment should be connected to or used with the Trust's ICT systems. Users must not try to download, install or run any software on the ICT systems without permission from the IT Manager. If software is installed without permission, it may cause

extensive damage to the ICT systems and users could be held personally liable for any costs incurred in rectifying the damage.

2.3. The IT Manager is responsible for purchasing and/or allocating ICT equipment to individuals throughout the Trust. Individual laptop/desktop computers or ICT equipment may be removed at any time, without prior warning, for regular maintenance, reallocation or any other operational reason. Maintenance includes, but is not limited to, new software installations, software updates, reconfiguration of settings and computer re-imaging.

2.4. Users are not permitted to make any physical alteration, either internally or externally, to the Trust's computer and network hardware.

3. Network access and security

3.1. All users of the ICT systems at the Trust must first be registered. Following registration, a network user account will be created, consisting of a username, password and an e-mail address.

3.2. All passwords should be complex to ensure data and network security. Best practice as recommended by the National Cyber Security Centre is to use three random words. All user account details are for the exclusive use of the individual to whom they are allocated. Staff are responsible for ensuring their password remains confidential and their account is secure. Passwords must be regularly changed.

3.3. All users are personally responsible and accountable for all activities carried out under their user account(s). Users must take all reasonable precautions to protect their user account details and must not share them to any other person, except to designated members of the IT Support Staff for the purposes of system support. Users must report any security breach or suspected breach of their network, email or application account credentials to their line manager, the CEO / Principal / Head Teacher or IT Manager as soon as possible.

3.4. Users should only access areas of the Trust's computer systems to which they have authorised access.

3.5. When any computer is left unattended, it must either be logged off or locked. Activity that threatens the integrity of the Trust's ICT systems, or activity which attacks or corrupts other systems, is forbidden. Users' internet activity must not compromise the security of the data on the Trust's ICT systems or cause difficulties for any other users.

3.6. Under no circumstances should a student be allowed to use a Staff computer account, unless being directly supervised by the account owner.

4. Trust E-mail

4.1. Where e-mail is provided, it is for academic and professional use, with no personal use being permitted. The Trust's e-mail system can be accessed from both the Trust's computers, and via the internet from any computer. Wherever possible, all Trust-related communication must be via the Trust's e-mail address.

4.2. The sending or re-sending of e-mails is subject to the following rules:

4.2.1. Language must not include swear words or be offensive or abusive.

4.2.2. E-mails or attachments of a pornographic, illegal, violent, sexist, or racist nature are not permitted.

4.2.3. Sending e-mails or attachments which contain copyright material to which the Trust does not have distribution rights is not permitted.

4.2.4. The use of personal e-mail addresses by Staff for any official Trust business is not permitted.

4.2.5. The forwarding of any chain messages/junk mail or trivial messages etc. which may contribute to system congestion is not permitted. Spam or junk mail will be blocked and reported to the e-mail provider.

4.2.6. Any electronic communication which contains any content which could be subject to data protection legislation (e.g. sensitive or personal information) or is confidential in nature will only be sent using secure and encrypted e-mail or password protection. Sending such e-mails by unsecure means is prohibited.

4.2.7. E-mails should never contain children's full names either in the subject line or preferably not in the main body of the text. Initials should be used wherever possible.

4.2.8. Access to Trust/setting e-mail systems will always take place in accordance with data protection legislation and in line with other appropriate Trust/setting policies e.g. confidentiality.

4.2.9. Members of the community must immediately tell a designated employee if they receive offensive communication and this will be recorded in the relevant files/records (such as safeguarding).

4.2.10. Staff will be encouraged to develop an appropriate work life balance when responding to e-mail.

4.2.11. E-mails sent to external organisations should be written carefully and checked before sending, in the same way as a letter written on Trust or academy headed paper would be.

4.2.12. Trust -email addresses and other official contact details will not be used for setting up personal social media accounts.

4.2.13. Where possible e-mails must not contain personal opinions about other individuals, e.g. about Staff, children or parents. Descriptions of individuals must be kept in a professional and factual manner.

4.2.14. E-mails selling or advertising goods or services or broadcasting messages about sponsorship or charitable appeals or lost property should not be sent, as other more appropriate forums are available for these purposes.

4.2.15. Staff must not agree to terms, enter into contractual commitments or make representations by e-mail unless appropriate authority has been obtained.

4.2.16. The sending of e-mails from another worker's computer under an assumed name is prohibited unless written authorisation has been granted.

5. Internet Access

5.1. Internet access is provided for academic and professional use with no personal use being permitted.

5.2. The Trust's internet connection is filtered, meaning that a large amount of inappropriate material is not accessible. However, on occasions it may be possible to view a website which is inappropriate for use in an education setting. In this case the website must be reported immediately to the Trust CEO or CEO / Principal / Head Teacher.

5.3. Staff must not therefore access from the Trust's system any web page, or any files downloaded from the web which could be regarded as illegal, offensive, in bad taste or immoral.

5.4. Misuse of the internet may, in certain circumstances, constitute a criminal offence. In particular, misuse of the e-mail system or inappropriate use of the internet by viewing, accessing, transmitting or downloading any of the following material, or using any of the following facilities, will amount to gross misconduct (this list is not exhaustive):

5.4.1. Accessing pornographic material (that is writings, pictures, films, video clips of a sexually explicit or arousing nature), racist or other inappropriate or unlawful materials;

5.4.2. transmitting a false and/or defamatory statement about any person or organisation;

5.4.3. sending, receiving, downloading displaying or disseminating material which is discriminatory, offensive, derogatory or may cause offence and embarrassment or harass others;

5.4.4. transmitting confidential information about the Trust and any of its Staff, students or associated third parties;

5.4.5. transmitting any other statement which is likely to create any liability (whether criminal or civil, and whether for the employee, member of Staff or for the Trust);

5.4.6. downloading or disseminating material in breach of copyright;

5.4.7. copying, downloading, storing or running any software with the express prior authorisation of the IT Manager;

5.4.8. engaging in online chat rooms, instant messaging, social networking sites and online gambling;

5.4.9. forwarding electronic chain letters and other materials;

5.4.10. accessing, downloading, storing, transmitting or running any material that presents or could present a risk of harm to a child;

5.4.11. accessing sites promoting radicalisation, terrorism etc.

5.5. Any such action will be treated very seriously and may result in disciplinary action up to and including summary dismissal.

5.6. Where evidence of misuse is found the Trust may undertake a more detailed investigation in accordance with the Trust's Disciplinary Policy and Procedure, involving the examination and disclosure of monitoring records to those nominated to undertake the investigation and any witnesses or members of management involved in the disciplinary procedure.

5.7. If necessary, such information may be handed to the police in connection with a criminal investigation.

6. Digital cameras

6.1. The Trust encourages the use of digital cameras and video equipment; however, Staff should be aware of the following guidelines:

6.1.1. Photos should only be named with the student's name if they are to be accessible within the Trust or the academy in which you work only. Photos for the website or press must only include the child's first name.

6.1.2. The use of personal digital cameras within the Trust is not permitted, including those which are integrated into mobile phones, iPads or similar.

6.1.3. All photos should be downloaded to the Trust network as soon as possible.

6.1.4. The use of personal mobile phones /tablets for taking photos, electronic images or audio of students is not permitted.

7. File Storage

7.1. Staff users will have their own personal area on the network, as well as access to shared network drives, if appropriate. Any Trust-related work should be stored on one of these network drives. Personal files are not permitted on the network areas. Staff are responsible for ensuring they have rights for the storage of any file in their area, for example copyright music files.

7.2. Any files stored on removable media must be stored in accordance with the information access and security policy, summarised as follows:

7.2.1. If information/data has to be transferred it must be saved on an encrypted, password protected, storage device

7.2.2. No Trust data is to be stored on a home computer, or un-encrypted storage device.

7.2.3. No confidential, or Trust data which is subject to the Data Protection Act 2018 should be transferred off site unless it is sent by secure e-mail.

8. Mobile Phones

8.1. Mobile phones are permitted in the Trust, with the following restrictions:

8.1.1. They are not to be used when Staff are directly supervising or working with children. Whilst Staff are working in the classroom mobile phones should be securely stored in a bag/cupboard/locker.

8.1.2. Personal mobile phone cameras are not to be used on school trips organised by the Trust. The Trust provides digital cameras/trip phones for this purpose.

8.1.3. All phone contact with parents regarding Trust issues will be through the Trust's phones where available. Personal mobile numbers should not be given to parents of students of the Trust.

8.1.4. In the event of a trust mobile phone not being available staff may use their personal mobile phones to contact parents but must withhold their number.

9. Social networking

9.1. The Trust has a Social Media Policy which should be read in conjunction with this policy. The key requirements for staff are as follows:

9.1.1. Staff have a responsibility to protect the reputation of the Trust, staff and students at all times and that they treat colleagues, students and associates of the Trust with professionalism and respect whilst using social networking sites.

9.1.2. Social networking sites should be used responsibly, and users should ensure that neither their personal or professional reputation and/or the Trust's reputation, nor the reputation of individuals within the Trust are compromised by inappropriate postings.

9.1.3. Use of social networking sites for Trust business is not permitted, unless via an officially recognised Trust site and with the permission of the CEO / Principal / Head Teacher.

9.1.4. Staff will notify the CEO / Principal / Head Teacher if they consider that any content shared or posted via any information and communications technology, including e-mails or social networking sites conflicts with their role in the Trust/setting.

9.1.5. No Trust information, communication, documents, videos and/or images should be posted on any personal social networking sites.

9.1.6. No details or opinions relating to any student are to be published on any website.

9.1.7. Users must not knowingly cause annoyance, inconvenience, or needless anxiety to others (cyber bullying) via social networking sites.

9.1.8. No opinions regarding another member of Staff, which could cause offence, are to be posted.

9.1.9. No photos or videos, which show students of the Trust who are not directly related to the person posting them, should be uploaded to any site other than the Trust's website.

9.1.10. No comment, images or other material may be posted anywhere, by any method that may bring the Trust, its academies or, the profession into disrepute.

9.1.11. Users must not give students access to their area on a social networking site, (for example adding a student as a friend on Facebook).

10. Monitoring of the ICT Systems

10.1. The Trust may exercise its right to monitor the use of its ICT systems. This includes websites accessed, the interception of e-mail and the viewing of data stored, where it believes unauthorised use of the Trust's ICT system is, or may be taking place, or the system is, or may be being used for criminal purposes. Any inappropriate material found will be deleted. Monitoring software is installed to ensure that use of the network is regularly checked by the CEO / Principal / Head Teacher to ensure there are no pastoral or behaviour concerns or issues of a safeguarding or prevent nature.

10.2. Other reasons for monitoring the ICT systems include the need to:

10.2.1. ensure operational effectiveness of the services provided;

10.2.2. maintain the systems;

10.2.3. prevent a breach of the law, this policy, or any other Trust policy;

10.2.4. investigate a suspected breach of the law, this policy, or any other Trust policy.

10.3. Please refer to the Trust's Electronic Information Communications and Systems Policy and Monitoring the Use of Information Systems Policy for further information.

11. Failure to Comply with the Policy

11.1. Any failure to comply with this Staff Acceptable use Policy may result in disciplinary action.

11.2. Depending upon the severity of the offence, a breach of this policy may be considered gross misconduct leading to summary dismissal.

11.3. Any unauthorised use of the Trust's ICT systems, Cloud-based ICT systems, the internet, e-mail and/or social networking site accounts, which the CEO / Principal / Head Teacher considers may amount to a criminal offence or is unlawful shall, without notice to the user concerned, be reported to the police or other relevant authority.

11.4. The Trust reserves the right to audit and/or suspend a user's network, e-mail and/or application account(s) pending an enquiry, without notice to the user concerned.

ACCEPTABLE USE AGREEMENT

To be completed by all staff

As a Trust user of the network resources/ equipment, I hereby confirm that I have read and understood the Staff Acceptable Use Policy and that I agree to follow the Trust's rules (set out within this policy) on its use. I will use the network/ equipment in a responsible way and observe all the restrictions explained in the Trust's Staff Acceptable Use Policy. If I am in any doubt, I will consult the CEO / Principal / Head Teacher.

I agree to report any misuse of the network to the CEO / Principal / Head Teacher. Moreover, I agree to report any websites that are available on the Trust's internet that contain inappropriate material to the CEO / Principal / Head Teacher. I finally agree to ensure that portable equipment such as cameras, tablet devices or laptops will be kept secured when not in use and to report any lapses in physical security to the CEO / Principal / Head Teacher.

Specifically, when using Trust devices: -

I must not use these devices for inappropriate purposes

I must only access those services I have been given permission to use

I will not download, use or upload any material which is unsuitable within an educational setting or that may cause disruption to the Trust's network.

If I do not comply with the rules, I understand that this may result in loss of access to these resources as well as other disciplinary action. I realise that if I am under reasonable suspicion of misuse in terms of time or content I may be placed under retrospective investigation or have my usage monitored.

I understand that the Trust will monitor communications in order to uphold this policy and to maintain the Trust's network (as set out within this policy).

Signed.....Date ……

Print name ……

STAFF CODE OF CONDUCT

The Code of Conduct is a statement of Our Lady Help of Christians Catholic Academy Trust's (the Trust) values and describes both the way it wishes to carry out its business and the standards of conduct it expects from its employees and others working for the Trust. The code applies to all individuals operating on behalf of the Trust whether as an employee or working for the Trust in any other capacity (collectively referred to as "Staff" or "you" within this policy).

1. Policy Context

1.1. The Trust aims to be an employer of choice and expects all employees to conduct themselves in a way that reflects its vision and values.

1.2. The Trust is committed to raising standards. By abiding by the Code of Conduct and following the Trust vision and values and behaving in a manner that reflects these values, the Trust aims to create a better place for all to work and study.

2. Our Lady Help of Christians Catholic Academy Trust's Values

2.1. These values guide the way Staff behave whilst at work, they guide the way Staff work together, how Staff do their jobs and how the Trust recruits, selects and develops our Staff.

2.2. The Trust expects Staff to behave in a manner that is consistent with these values and this is encouraged and reinforced through the Trust's performance management process.

2.3. While the code sets out the standards of behaviour expected of Staff, the following questions may help Staff to decide whether what they are doing (or intend to do) is acceptable:

2.3.1. Is anyone's life, health or safety endangered by their action?

2.3.2. Does their action "feel" right? Could they successfully justify their action to their manager, students, colleagues or friends?

2.3.3. Is their action legal, honest and does it comply with Trust policy, statutory requirements and approved practice?

2.3.4. Does their action appear reasonable?

2.3.5. Would they be able to justify their action to the local media?

2.3.6. Would they be compromised if their manager, fellow workers, friends or family knew their action?

2.3.7. Does their conduct undermine the reputation of the Trust and/or their profession?

2.4. This code is intended to bring to Staff attention key areas of conduct. However, the code is backed up by more detailed policies on Health and Safety, Equal Opportunities in Employment, Electronic Information and Communications Systems, Social Media, Whistleblowing, Allegations of Abuse against Staff and Safeguarding Children. It should also be read in conjunction with the Trust's Disciplinary, Grievance and Capability Policies. Many of the rules set out below may seem obvious and would apply in any type of

employment; for example, the requirement to follow reasonable instructions. Others, however, are related specifically to the Trust and may only be relevant to particular groups of staff.

2.5. By their nature, **these rules are not exhaustive,** but they set out the principles to be observed which, if breached, may lead to disciplinary action against employees or other action against non-employees. From time-to-time issues may arise which are not specifically covered within this code, but which may lead to disciplinary action if an employee's actions amount to misconduct, or other action for non-employees.
Even though not mentioned in the rules, criminal or statutory offences committed while at work may result in disciplinary action, including summary dismissal (or other action for non-employed staff.

2.6. The Trust may also be obliged to involve the police. Such offences committed away from work may be dealt with under the Disciplinary Policy and Procedure (for employees) if they are considered relevant to the suitability for the work the person is employed to do. Staff are expected to notify the Trust immediately if they are charged or convicted of any criminal offences; or are in receipt of any indictments or police cautions; or are provisionally or permanently placed on the Children's Barred or Adults' Barred List (if applicable) administered by the DBS. Failure to do this may be taken into account in disciplinary proceedings (employees).

2.7. If an employee colludes with anyone else in the breaking of any of these rules, they may also be liable to disciplinary action or other action.

3. Rules and Standards of Behaviour

3.1. The rules that follow set out examples of standards of behaviour expected of employees. It should be noted that **this list is not exhaustive**.

3.2. Breaches of the Employee Code of Conduct will be dealt with in accordance with the Trust's Disciplinary Policy and Procedure.

3.3. The disciplinary action to be taken in any individual case will always depend on the particular facts. However, breach of any rule within the Code may lead to dismissal or summary dismissal (dismissal without notice for gross misconduct) dependent on the seriousness of the misconduct or termination of contract for non-employed staff.

4. Health and Safety

4.1. You should always observe any Trust health and safety rules and guidance.

4.2. You should never:

4.2.1. Breach the Trust health and safety policies

4.2.2. Act in a manner likely to endanger yourself, fellow workers, members of the public, parents, students, the Trust's property or that of a third party.

4.2.3. Ignore anything that has the potential to cause harm. It should be immediately brought to the attention of your line manager

4.2.4. Misuse any item provided for health and safety purposes

4.2.5. Smoke anywhere in or on the workplace. This includes all premises, grounds and vehicles.

5. Drug, Alcohol and Substance Misuse.

5.1. The Trust prohibits the drinking of alcohol in the workplace during your contracted hours or during Trust business, other than reasonable drinking of alcohol in connection with approved social functions. The Trust regards drinking to an 'unreasonable level' as any of the following situations:

5.1.1. In the opinion of management, your performance is impaired.

5.1.2. In the opinion of management, your behaviour may cause embarrassment, distress or offence to others.

5.1.3. You continue to drink when instructed to stop by a manager.

5.2. The Trust will take all reasonable steps to prevent Staff carrying out work-related activities if they are considered to be unfit/unsafe to undertake the work as a result of alcohol consumption or substance abuse.

5.3. The Trust expressly prohibits the use of any illegal drugs or any prescription drugs that have not been prescribed for the user. It is a criminal offence to be in possession of, use or distribute an illicit substance. If any such incidents take place on Trust premises, in Trust vehicles or at an Trust related function, they will be regarded as serious, will be investigated by the Trust, and may lead to disciplinary action and potential dismissal (or termination of contract for non-employees) and possible reporting to the Police.

5.4. Staff or any other person under the Trust's control must not, in connection with any work-related activity:

5.4.1. Be under the influence of alcohol or drugs (except medication specifically prescribed for you) whilst at work, during contracted hours or whilst performing any duties;

5.4.2. Misuse and be under the adverse influence of substances whilst at work during contracted hours or whilst performing any duties;

5.4.3. Attempt to sell or give drugs or alcohol to Staff, any employee, student or other person on the Trust premises, or whilst conducting Trust business. For the avoidance of doubt, assisting a colleague by sharing / passing on over the counter medicines such as painkillers, if requested by the recipient, would not fall foul of this, although it is not recommended or encouraged by the Trust. Similarly, alcoholic prizes at Christmas Fairs or similar or gifts given e.g. as leaving gifts would be allowed although the conduct rules in relation to the consumption of that alcohol still apply;

5.4.4. Be in possession of controlled drugs contrary to the Misuse of Drugs Act 1971 (as amended);

5.4.5. Operate machinery under the influence of drugs or alcohol. (There may be an exception for prescription drugs, provided they do not have an impact on performance whilst operating machinery);

5.4.6. Fail to inform line manager if taking prescription medicines or over the counter medication which may affect the ability to perform duties normally;

5.4.7. Drive vehicles whilst on Trust business whilst under the influence of drugs and/or alcohol or prescribed/over the counter drugs that may have an impact on your ability to drive safely;

5.4.8. Fail to follow instructions in relation to health and safety procedures for use and storage of solvents.

5.5. For further information, please see the Trust's Substance Misuse Policy.

6. Attendance at Work

6.1. Employees should attend for work at all agreed times and should obtain authorisation for any absence.

6.2. Employees should:

6.2.1. Observe any designated hours of work.

6.2.2. Always observe the Trust's requirements on the notification of absence by reason of sickness (outlined in the Trust's Sickness Absence and Sick Pay Policy).

6.2.3. Never work elsewhere when absent from the Trust without obtaining their line manager's express prior authorisation. Examples of absence include sickness, suspension and leave related to work and families.

6.2.4. Comply with the Trust's leave policies (such as Additional Paid and Unpaid Leave, Annual Leave, family-friendly policies etc.)

6.2.5. Never leave work during designated / agreed working hours without seeking and obtaining permission from their line manager or other appropriate manager.

7. Professional Conduct

7.1. The Trust expects all Staff to behave in a professional manner at all times; to be honest, act with integrity and give respect and consideration to others and to comply with professional codes of practice**.**

7.2. Staff should always:

7.2.1. Be honest

7.2.2. Follow all reasonable and lawful instructions.

7.2.3. Conduct themselves in a manner that does not bring the Trust's name into disrepute.

7.2.4. Act in a manner that is not abusive towards another person, this includes indirect abuse for example where abusive comments are made to others out of the hearing of the target.

7.2.5. Treat everyone with respect and not undermine them, bully or harass them or act towards them in a manner which is discriminatory.

7.2.6. Adhere to professional requirements to attend relevant training and submit monitoring information in relation to employees and students where relevant.

7.2.7. Advise their line manager if their professional status has been removed by the professional body or they are subject to any disciplinary investigation and/or disciplinary action by the professional body.

7.2.8. Take reasonable care of students under their supervision and follow the required Trust guidelines.

7.2.9. Comply with all relevant statutory provisions.

7.2.10. Cooperate with management in complying with the Trust's policies and procedures to the extent that they apply to their position.

7.2.11. Comply with the requirements of statutory bodies relating to the examination, assessment and evaluation of student achievement and attainment.

7.2.12. Comply with the Codes of Conduct of professional bodies to which they may belong.

7.2.13. Not bring members of family, dependents or other visitors onto Trust premises whilst conducting normal working duties without prior permission.

7.3. And must not:

7.3.1. Post, distribute or display inappropriate literature at any of the Trust's premises or other premises whilst on Trust business.

7.3.2. Behave in a violent manner or threaten violence towards another person.

7.3.3. Use social media in such a manner that may bring the reputation of the Trust or yourself into disrepute.

7.3.4. Make false allegations against another person or the Trust.

7.3.5. Behave in an insubordinate or inappropriate manner.

7.3.6. Behave in a persistent careless and/or negligent manner.

7.3.7. Behave in a manner that is likely to disrupt working relationships.

8. Safeguarding Children

8.1. All employees, workers, learners and volunteers and anyone operating on behalf of the Trust or visiting the Trust have the right to feel safe on its premises or while carrying out activities in relation to the Trust. No one should hurt or abuse anyone in any way.

8.2. Staff must always:

8.3. Respect other people's right to safety.

8.4. Not hurt or abuse others; and not threaten to hurt or abuse them.

8.5. Comply with the Trust pre- and post-employment vetting procedures.

8.6. Advise their manager if they are under investigation by the Police or other authority in connection with allegations of abuse.

8.7. Advise the nominated officer if you are aware or have any suspicions that anyone is abusing another person.

8.8. Comply with Trust procedure on Safeguarding Children and the provisions contained within Keeping Children Safe in Education 2026 guidance produced by the Department for Education.

9. Relationships with Students

9.1. Staff must at all times:

9.1.1. Maintain professional boundaries with students appropriate to their position and must always consider whether their actions are warranted, proportionate, safe and applied equitably.

9.1.2. Act in an open and transparent way that would not lead any reasonable person to question their actions or intent.

9.1.3. Think carefully about their conduct so that misinterpretations are minimised.

9.1.4. Be mindful of section 16 of The Sexual Offences Act 2003.

9.2. Staff must never:

9.2.1. Establish or seek to establish social contact with students for the purpose of securing a friendship or to pursue or strengthen a relationship. If a young person seeks to establish social contact, you should exercise your professional judgement in making a response and be aware that such social contact could be misconstrued.

9.2.2. Develop personal or sexual relationships with students and should not engage in any sexual activity with a student.

9.2.3. Make sexual remarks to a student, discuss their own sexual relationships with, or in the presence of, students or discuss a student's sexual relationships in an inappropriate setting or context.

9.2.4. Contact with students should be through the Trust's authorised mechanisms i.e. directly in College / School or via College / School email addresses on the College / School web platform. Personal phone numbers, email addresses or communication routes via all social media platforms should not be used and Staff should not share their home address with students. If contacted via an inappropriate route Staff must inform the Principal / Head Teacher immediately.

9.2.5. You must not accept friend invitations or become friends with any student of the Trust on any social media platform. You should also refrain from following any

student on Twitter, Instagram, TikTok or other similar social media accounts of students or their parents.

10. Allegations of Abuse Against Staff

10.1. All staff have a duty to promote and safeguard the welfare of children at the Trust. In line with this duty, the Trust has a policy and procedure dealing with allegations of abuse against staff.

10.2. All Staff are required to familiarise themselves with this policy and comply with it.

10.3. Concerns about the possible abuse of children by Staff will usually arise in one of two ways:

10.3.1. A direct allegation by a student or a third party, for example a parent; or

10.3.2. An observation by a member of staff that the behaviour of a colleague is inappropriate or potentially or actually abusive.

10.4. Where Staff have any concerns about another member of staff, including volunteers, contractors and supply staff that may meet the harm threshold, they must report their concern to the CEO / Principal / Head Teacher immediately, unless the allegation is about the Principal / Head Teacher, in which case it must be reported to the Chair of Governors. If the Principal / Head Teacher is absent, the allegation should be reported to the teacher in charge.

10.5. A concern/allegation meets the harm threshold if the allegation is that the individual concerned:

10.5.1. Behaved in a way that has harmed or may have harmed a child; and/or

10.5.2. Possibly committed a criminal offence against or related to a child; and/or

10.5.3. Behaved towards a child or children in a way that indicates the individual may pose a risk of harm to children; and/or

10.5.4. Behaved or may have behaved in a way the indicates the individual may not be suitable to work with children.

10.6. Further details on the process that will be followed are set out in Section One of the Allegations of Abuse Against Staff Policy.

11. Low-Level Concerns

11.1. In line with Section Two of Part Four of Keeping Children Safe in Education, we recognise the importance of creating a culture of openness, trust and transparency to encourage all staff to share low-level concerns with the right person so that they can be addressed appropriately. The purpose of the Trust's approach to low-level concerns is to ensure that its values are constantly lived, monitored and reinforced by staff.

11.2. The term 'low-level' concern does not mean that the concern is insignificant, it means that a staff member, supply teacher or volunteer does not seem to have:

11.2.1. behaved in a way that has harmed a child, or may have harmed a child; and/or

11.2.2. possibly committed a criminal offence against or related to a child; and/or

11.2.3. behaved towards a child or children in a way that indicates they may pose a risk of harm to children; and/or

11.2.4. behaved or may have behaved in a way that indicates they may not be suitable to work with children.

11.3. A low-level concern covers any concern no matter how small, even if it is no more than causing a sense of unease or a 'nagging doubt' - that an adult working in or on behalf of the Trust may have acted in a way that:

11.3.1. is inconsistent with the staff code of conduct, including inappropriate conduct outside of work and;

11.3.2. does not meet the allegations threshold or is otherwise not considered serious enough to consider a referral to the LADO.

11.4. Examples of such behaviour could include, but are not limited to:

11.4.1. being over friendly with children

11.4.2. having favourites

11.4.3. being over friendly with children

11.4.4. having favourites

11.4.5. taking photographs of children on a personal mobile phone

11.4.6. engaging with a child on a one-to-one basis in a secluded area or behind a closed door; or

11.4.7. humiliating students.

11.5. Such behaviour can exist on a spectrum.

11.6. Low-level concerns about a member of staff, supply staff, volunteer or contractor should be reported to the CEO / Principal / Head Teacher. Any concerns about the CEO / Principal / Head Teacher should be reported to the Chair of Governors.

11.7. All low-level concerns will be recorded in writing. Each record will include details of the concern, the context in which the concern arose, and action taken. The name of the individual who raised the concern should be noted, but if that individual wishes to remain anonymous, that will be respected to the extent it is reasonably possible to do so.

11.8. Records will be kept confidential, held securely and comply with the Data Protection Act 2018 and the UK General Data Protection Regulation.

11.9. Records will be reviewed so that potential patterns of concerning, problematic or inappropriate behaviour can be identified. Where a pattern of such behaviour is identified, the Trust will decide on a course of action, either through its Disciplinary Policy and Procedure or by referring to the LADO, where a pattern of behaviour moves from a concern

to meeting the harms threshold. The Trust will also consider whether there are wider cultural issues existing that may have enabled to the behaviour to occur. If this is found to be the case or a contributory factor, the Trust may review its policies and deliver extra training where it considers this will minimise the events happening again.

12. Communication and Confidentiality

12.1. Confidentiality should be maintained in accordance with statutory and Trust regulations and procedures

12.2. You should:

12.2.1. Always comply with the Trust's Data Protection and Freedom of Information policies and procedures with regard to the retention, disposal security and disclosure of personal data.

12.2.2. Never disclose confidential information to any person or party without consent (unless specifically required to do so by law).

12.2.3. Never search confidential files to which access has not been granted

13. Regulatory Issues and Use and Security of Resources

13.1. You are expected to act with honesty and integrity to safeguard the stewardship of resources for which the Trust is responsible. Employees should always comply with regulations that are applicable to the Trust and its business

13.2. You should always:

13.2.1. Ensure that you comply with the rules and principles of any regulatory bodies and/or relevant statute applicable to the duties you perform.

13.2.2. Comply with the Trust's financial regulations

13.2.3. Comply with the Trust's Anti-Fraud, Bribery and Corruption Policy and Gifts and Hospitality Policy (to the extent they apply to your position).

13.2.4. Ensure that you account promptly and accurately for all monies handled in the performance of your duties. If you discover any discrepancy or loss, you must declare it to your line manager without delay.

Note: Any attempt to conceal any discrepancy will only heighten the suspicion of dishonesty later. The Trust may report any such losses and thefts to the Police.

13.3. Declare any conviction for a criminal offence or caution in relation to an offence (except those which are "protected" as defined in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (Amendment) (England and Wales) Order 2013 and 2020).

13.4. Staff should:

13.4.1. Never wilfully damage or abuse the property of students, fellow workers or the Trust, or the property of outside agencies whilst conducting Trust business.

13.4.2. Never access, view or distribute material of a pornographic nature.

13.4.3. Never make a financial claim in connection with work or services that have not been undertaken in connection with authorised Trust business.

13.4.4. Never remove any Trust property from the Trust's premises unless approved by your manager.

13.4.5. Never remove, or be in unauthorised possession of, any property or facilities belonging to the Trust or to any employee, student or visitor to the Trust.

13.4.6. Always use Trust systems (e.g. computers, internet) in accordance with the Trust's Electronic Information and Communications Systems Policy and the Social Media Policy.

13.4.7. Take all reasonable measures to ensure, so far as it is practical, the safety and security of Trust property, including premises, vehicles, equipment and cash.

14. Equality and Diversity

14.1. The Trust seeks to achieve an environment in which all are included and in which discrimination is not tolerated. The Trust is committed to promoting equality of opportunity regardless of sex, gender reassignment, race, disability, sexual orientation, religion or belief, pregnancy or maternity, marital or civil partnership status or age. Everyone should be treated with respect and dignity and establish a culture where diversity is valued.

14.2. You should always:

14.2.1. Observe the Trust's Equal Opportunities in Employment Policy.

15. Gaining Employment / Promotion / Transfer

15.1. Employees or potential employees must comply with the Trust's recruitment and Selection procedures.

15.2. When applying for a job / transfer / promotion, employees should not:

15.2.1. Make false statements to the Trust or withhold relevant information. Any breach could result in disciplinary which may be taken against an employee at any time and also the removal of the offer of employment.

15.2.2. Fail to comply with Trust's recruitment and selection policies and procedures.

16. Employment of family

16.1. The Trust does not believe it is good practice, either for the individuals or the Trust, for close relatives to be employed in the same Department, particularly where one reports to the other. However, given the different size and nature of the academies within the Trust, the Trust recognises that a degree of flexibility may be required depending on particular circumstances.

16.2. It is possible for relatives to be appointed within the same Department but this should be discussed fully with the Trust before action is taken and should only be in cases where there

will be no direct working relationship between the individuals. Any related employees and recruitment decisions will not be made by directly related employees.

16.3. Relationships covered by the term 'relative' include immediate family, i.e. spouse, partner, civil partner, parents, children, siblings, in laws, uncles, aunts, nieces and nephews.

16.4. Employees should not:

16.4.1. Be involved in the selection process where they are related in any way to an applicant or have a personal relationship outside work with them.

16.4.2. Be involved in decisions relating to discipline, promotion, pay or adjustments for any employee who is a relative, partner or close friend.

17. Conflicts of interest

17.1. Conflicts of interest should be avoided at all times. Any issues of conflict or potential conflict should be raised with the line manager at the first possible opportunity.

17.2. Employees should:

17.2.1. Act in the best interests of the Trust at all times.

17.2.2. Not work for other employers while employed by the Trust if there is any possibility of a conflict of interest.

17.3. Examples of a personal interest that should be declared are:

17.3.1. A directorship, a large shareholding, promise of future employment or the employment of a close relative or friend in a position of influence in an organisation which may compete or do business with the Trust.

17.3.2. Receipt of compensation (except remuneration from the Academy) for services provided to any person or organisation on behalf of the Trust.

17.3.3. Outside activities that adversely affect job performance, either through excessive demands on working time or through conflicting commitments.

17.3.4. Activities that involve the unauthorised use of the Trust's time, equipment or information which could adversely affect the Trust's reputation or relations with others or could otherwise conflict with the interests of the Trust.

18. Gifts, Entertainment and Hospitality

18.1. You should always act with integrity and not allow yourself to be put into a situation which does not allow you to act with honesty and integrity and / or in the best interest of the Trust.

18.2. You should not:

18.2.1. Allow yourself to be influenced in making a business decision as a consequence of accepting gifts or hospitality as detailed in the Financial Regulations.

18.2.2. For further information, please see the Trust's Gifts and Hospitality Policy.

19. Reporting Misconduct

19.1. You are expected to:

19.1.1. Report violations or suspected violations of law or the standards set out in this Code of Conduct. In these situations, you should contact your line manager.

19.1.2. Comply with the Trust's Whistleblowing Policy in the event of concerns or evidence of malpractice in connection with the Trust.

Note: *Any information provided by employees will be kept confidential in accordance with the Whistleblowing Policy, unless otherwise required by law and may be made without concern of retribution.*

19.2. Report all / any suspicions of fraud or theft to your line manager.

20. Further Guidance

20.1. If you require further clarification on this document, you should contact the Business Manager at your individual academy or the Trust CFO.

SUBSTANCE MISUSE POLICY

1. Introduction

1.1. The Trust applies this policy to all employee regardless of their level or grade. It does not form part of any employee's terms and conditions of employment and is not intended to have contractual effect. The Trust reserves the right to amend this policy at any time.

1.2. You must comply with the rules set out in this policy at all times.

1.3. Notwithstanding Paragraph 1.1 above, the requirements of this policy must also be observed by all workers, agency staff, volunteers, contractors, consultants, and any other individual working for, at or on behalf of, the Trust.

1.4. You are the Trust's most valuable resource, and your health and safety are of the utmost importance. As such, the Trust is committed to providing a safe, healthy and productive working environment for all staff. This includes ensuring that all staff are fit to carry out their jobs safely and effectively in a working environment which is free from alcohol and drug misuse and which in turn safeguards the Trust's students.

1.5. For the purposes of this policy the term 'drug' includes:

1.5.1. substances covered by the Misuse of Drugs Act 1971 (referred to as 'controlled drugs');

1.5.2. prescribed and over-the-counter drugs, where these are misused;

1.5.3. solvents and any other similar substances; and

1.5.4. psychoactive drugs and new psychoactive substances (formerly known as 'legal highs') (even where these may not be banned under the Misuse of Drugs Act 1971).

2. Aims of this Policy

2.1. The Trust recognises the impact that both alcohol and drugs may have upon an individual's ability to work safely and correctly and, as such, it aims to ensure a working environment free from the inappropriate use of substances and where its staff are able to carry out their duties in a safe and efficient manner. The Trust recognises that in certain circumstances an alcohol or drug problem can be an illness.

2.2. There are often signs that might suggest that someone has a problem. These may include:

2.2.1. a decline in work performance;

2.2.2. a poor attendance record;

2.2.3. unreliability;

2.2.4. unexplained injuries; and/or

2.2.5. changes in behaviour, such as irritability and lack of concentration.

2.3. This policy aims to prevent and treat problems created in the workplace by inappropriate alcohol consumption and drug usage, whether intermittent or continual, in light of the potential dangers to the health and safety of alcohol and drug users and their colleagues, students and the wider Trust community if an alcohol or drug-related problem is untreated.

2.4. This policy is also intended to alert all staff to the risks associated with drinking alcohol and using non-medicinal drugs and to promote good practice and a progressive change of behaviour and attitude concerning use, and to encourage and assist employees who suspect or know that they have an alcohol or drug problem to seek help and appropriate treatment at an early stage. It also aims to ensure that employees who have an alcohol or drug-related problem affecting their work are treated sympathetically, fairly and consistently.

2.5. This policy is principally intended to deal with alcohol and drug problems which, in the context of this policy are any drinking or taking of drugs, whether intermittent or continual, which interferes with work performance in relation to attendance, efficiency, productivity or safety.

2.6. This policy is not intended to apply to "one-off" incidents or offences caused by alcohol or drug misuse at or outside work where there is no evidence of an ongoing problem, which may damage the Trust's reputation, and which will likely to be dealt with under the Disciplinary Policy and Procedure.

3. Responsibilities under this policy

3.1. The Trust Board has overall responsibility for the operation of this policy. Responsibility for overseeing its implementation has been delegated to local Governing Bodies.

3.2. Line Managers are responsible for:

3.2.1. promoting this policy and ensuring its effective implementation;

3.2.2. ensuring that you understand your responsibilities for action under the policy and for confidentiality, to ensure consistency of approach; and

3.2.3. undertaking appropriate training when it is provided; and

3.2.4. being alert to the signs of misuse of alcohol and drugs and deal with individual cases in accordance with this policy.

3.3. You are expected to:

3.3.1. arrive at work fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or after-effects of alcohol or drugs (whether prescribed, over the counter or illegal);

3.3.2. take reasonable care of yourself and others who could be affected by what you do;

3.3.3. take personal responsibility for your own alcohol consumption and/or drug use; and

3.3.4. where required, cooperate with the Trust to assist any colleague who has an alcohol or drug use problem.

3.4. The Trust will not accept anyone arriving at work under the influence of alcohol or drugs or whose ability to work is impaired in any way by reason of the consumption of alcohol or drugs onto its premises.

4. Rules on alcohol and drugs

4.1. The use of alcohol and drugs can lead to reduced levels of attendance at work, reduced productivity and performance, impaired judgement and decision-making and increased risks to the health and safety of the individual concerned and others.

4.2. You are expected to arrive at work fit to carry out your job and to be able to perform your duties safely without any limitations due to the use or after-effects of alcohol or drugs (whether prescribed, over the counter or illegal).

4.3. The Trust's rules on alcohol and drugs at work are as follows:

4.3.1. You must not attend work under the influence of alcohol or drugs and/or drink alcohol or take drugs during the normal working day, at lunchtime or at other official breaks. Drinking alcohol or taking drugs while at work or working under the influence of alcohol or drugs may be considered serious misconduct. This does not include prescription or over the counter medication taken as directed. If the Trust suspects that a member of staff is under the influence of any such substance, it reserves the right to suspend them from their duties pending investigation.

4.3.2. You must not drink alcohol during the normal working day, at lunchtime or at other official breaks. Drinking alcohol while at work without authorisation or working under the influence of alcohol may be considered serious misconduct.

4.3.3. The Trust expects you to demonstrate responsible behaviour at work, work-related functions and work-related social events and to act in a way that will not have a detrimental effect on the Trust's reputation. If you represent the Trust at external events where alcohol is served, you are considered to be "at work" regardless of whether you do so during or outside normal working hours. Consequently, the Trust will expect you to remain professional and fit for work at all times.

4.3.4. Line Managers should act to prevent excessive consumption of alcohol by any employee and should take steps to deal with any unacceptable conduct that occurs at such functions. Any such behaviour may lead to disciplinary action.

4.3.5. Dispensing, distributing, processing, using, selling or offering to buy drugs at works is prohibited. Any such activity (including reasonable suspicion of it) on the Trust's premises will be reported immediately to the police.

4.3.6. The use of drugs at work (as defined above) is strictly prohibited at any time when at work, work-related functions and work-related social events or before or outside work whenever work performance may be affected.

4.3.7. The Trust expects all staff to comply with the drink-driving legislation at all times. The Trust's reputation will be damaged if you are convicted of a drink-driving offence and,

if your job requires driving any Trust vehicle and you lose your licence, you may be unable to continue to do your job. Committing a drink-driving offence outside or during working hours or while working for the Trust may lead to disciplinary action and could result in dismissal in accordance with the Trust's Disciplinary Policy and Procedure.

4.3.8. If you are prescribed medication, you must seek advice from your GP or pharmacist about the possible effect on your ability to carry out your job and whether your duties should be modified, or you should be temporarily reassigned to a different role. If so, you must tell your line manager or academy Business Manager without delay.

4.3.9. Any employee who is found to be in breach of these rules may be liable to dismissal on the grounds of gross misconduct under the Disciplinary Policy and Procedure.

5. Searches

5.1. The Trust reserves the right to conduct searches for alcohol or drugs, including, but not limited to, searches of lockers, filing cabinets and desks which are on its premises.

5.2. Refusal to co-operate with a search may lead to disciplinary action. The Trust reserves the right to involve the police, where it has reasonable suspicion that an offence has or may have taken place and they may undertake their own search.

5.3. Any alcohol found as a result of a search will be confiscated and recorded. If any drugs are found, these will also be confiscated and recorded. In addition, the police will be informed of any illegal substances found and they will either be held securely until handed to the police or disposed of, as appropriate following guidance from the police. In either case this may result in disciplinary action.

6. Drug and Alcohol Screening

6.1. The Trust reserves the right to conduct drug and alcohol screening in cases where there is reasonable cause to suspect that an individual's performance is impaired as the result of drug or alcohol misuse.

6.2. Drug and alcohol screening will be conducted by an external provider. Arrangements will be discussed with affected employees.

7. Confidentiality

7.1. The Trust aims to ensure that the confidentiality of any employee experiencing alcohol or drug-related problems is maintained appropriately by Line Managers and, where it is necessary to inform them, colleagues. However, it needs to be recognised that, in supporting staff, some degree of information sharing is likely to be necessary.

TIME OFF FOR ADOPTION APPOINTMENTS POLICY

1. Introduction

1.1. This policy outlines the statutory right to take paid or unpaid time off to attend adoption appointments.

1.2. The Trust applies this policy to employees and certain qualifying agency workers only (who have worked in the same role for us for at least 12 continuous weeks and meet the qualifying criteria in the Agency Workers Regulations 2010). It does not apply to self-employed contractors, volunteers, or casual workers.

1.3. This policy does not form part of any employee's terms and conditions of employment and is not intended to have any contractual effect. The Trust reserves the right to amend it at any time.

2. Time off for an adoption appointment

2.1. If eligible, you will be entitled to attend a set number of adoption appointments arranged by an adoption agency (or at the agency's request) for you to have contact with a child who is to be placed with you for adoption, or for any other purpose related to the adoption.

2.2. You may take time off to attend an adoption appointment once the agency has notified you that a child is to be placed with you for adoption but before the child is actually placed with you.

3. Eligibility to time off for adoption appointment

3.1. If you are adopting a child with another person

3.1.1. Where you and your partner have been notified by an adoption agency that a child is to be, or is expected to be, placed for adoption with the two of you jointly, and each of you are either an employee or a qualifying agency worker, for the purposes of taking time off to attend adoption appointments, you must decide between you who will be treated as the primary adopter and who will be treated as the secondary adopter. You must tell the Trust of your decision the first time you request time off for an adoption appointment, as this will affect how much time you can take off.

3.1.2. This choice is significant because if you choose to be the primary adopter, you are also the person who will take the adoption leave (subject to eligibility requirements) when the child is placed with you, and in accordance with the Trust's Adoption Policy. If you are elected to be the primary adopter, you will not be able to take paternity leave. The primary adopter will be entitled to paid time off to attend adoption appointments.

3.1.3. If you choose to be the secondary adopter, you will also be the person who intends to take paternity leave (subject to eligibility requirements) when the child is placed with you. The secondary adopter will be entitled to unpaid time off to attend adoption appointments.

3.2. If you are adopting a child alone

3.2.1. If you are adopting a child alone, you are treated as the primary adopter.

3.3. If you are adopting more than one child

3.3.1. If the agency is placing more than one child with you as part of the same arrangement, this will be treated as one adoption and will not increase the number of appointments you can take time off to attend.

4. Amount of time off

4.1. If you are the primary adopter, you may take **paid** time off to attend up to **5** adoption appointments after you have been matched with a child. Any time off under this policy must be taken before the first child is placed with you.

4.2. If you are the secondary adopter, you may take **unpaid** time off to attend up to **2** adoption appointments after you have been matched with a child.

4.3. The right to time off is for the purpose of having contact with the child that is to be placed with you or for any other purpose connected with the adoption and have been arranged by or at the request of the adoption agency which notified you of the placement.

4.4. For any given appointment, the maximum time off during working hours that you are entitled to is six and a half hours off, including travel and waiting time.

4.5. Any such appointment must be on a date that is after you have been notified of placement but before the date on which placement occurs. Where more than one child is to be, or is expected to be, placed for adoption as part of the same arrangement, appointments must be on a date before the date on which the first child is placed.

5. How to book time off

5.1. Please try to arrange the times of your appointments at the beginning or end of the working day and in consultation with your line manager if possible.

5.2. Please try to give the Trust as much notice as possible of the date and time of any appointment. You must provide your line manager with written confirmation of the following:

5.2.1. the date and time of any appointment;

5.2.2. the time of day at which you wish to start your period of time off work, and the time that the period off work will finish; and

5.2.3. whether you have previously taken time off to attend an adoption appointment in relation to the adoption arrangement and, if so, the date of each occasion that you took such time off.

5.3. You may also be asked to provide proof of the following:

5.3.1. the date and time of the appointment (e.g. an appointment card); and

5.3.2. that the appointment has been arranged at the request of the adoption agency which notified you of the placement for adoption; and

5.3.3. where you and your partner are jointly adopting, a signed declaration stating that, in connection with the adoption, you have chosen to be the person who exercises the right to take paid/unpaid time off (as applicable) to attend adoption appointments.

5.4. If you are an agency worker you may be required to provide the same notice to your agency; you are encouraged to check with the agency with regards to their notice requirements.

5.5. The Trust may sometimes ask you to try and rearrange an appointment where it is reasonable to do so. In exceptional circumstances, the Trust reserves the right to refuse a request for a particular appointment, but it will not do so without good reason.

6. Fostering to adopt

6.1. The rights to paid and unpaid time off work to attend adoption appointments will also apply if you are a local authority foster parent who has been approved as suitable to adopt a child, and the local authority places a child in its care with you in a 'fostering to adopt' arrangement.

TIME OFF FOR ANTENATAL APPOINTMENTS POLICY

1. Introduction

1.1. This policy outlines the statutory right to take time off to attend antenatal appointments.

1.2. The Trust applies this policy to employees and certain qualifying agency workers only (who have worked in the same role for us for at least 12 continuous weeks and meet the qualifying criteria in the Agency Workers Regulations 2010). It does not apply to self-employed contractors, volunteers, or casual workers.

1.3. This policy does not form part of any employee's terms and conditions of employment. It is not intended to have any contractual effect. The Trust reserves the right to amend this policy at any time.

2. Time off if you are Pregnant

2.1. If you are pregnant, you may take reasonable paid time off during working hours for antenatal care where the antenatal care is recommended by your doctor, midwife or health visitor. Antenatal care is not necessarily restricted to medical appointments, and may include relaxation or parenting classes, provided that your doctor, midwife or health visitor has advised you to attend such classes.

2.2. The Trust understands that all pregnancies are different, and some women may need more antenatal visits than others.

2.3. Please give the Trust as much notice as possible of the date and time of any appointment. You may be asked to provide the following, unless it is the first appointment:

2.3.1. if you have not already done so, a certificate of pregnancy (a MAT B1 form) from the doctor, midwife or registered nurse confirming your expected week of childbirth (i.e. the week, starting on a Sunday, in which your doctor or midwife expects you to give birth); and

2.3.2. an appointment card.

2.4. Please try to arrange the times of your appointments at the beginning or end of the working day and in consultation with your line manager where possible.

3. Time off for Accompanying a Pregnant Woman

3.1. Eligibility

3.1.1. As an employee or a qualifying agency worker, you have the right to take a certain amount of unpaid time off during working hours to accompany a pregnant woman when she attends an appointment for antenatal care, if you have a "qualifying relationship" with the woman or the child. This means that you:

3.1.1.1. are the biological father of the expected child (or are legally regarded as the

child's father);

3.1.1.2. are the pregnant woman's spouse, civil partner or partner ;

3.1.1.3. live with the pregnant woman in an enduring family relationship but are not her parent, adoptive parent, former adoptive parent, grandparent, sister, bother, half-sister, half-brother, aunt or uncle;

3.1.1.4. are a woman who was the civil partner of, or married to, the pregnant woman when her pregnancy was commenced by artificial means, or you met the 'agreed female parenthood conditions' (as defined in law) at that time; or

3.1.1.5. are one of the intended parents in a surrogacy arrangement and expect to obtain a parental order in respect of the child.

3.2. **How to book time off**

3.2.1. If you wish to exercise your right to accompany a pregnant woman, you should inform us as soon as possible of:

3.2.1.1. the time and date of any appointment;

3.2.1.2. the time of day at which you wish to start and end your period of time off work; and

3.2.1.3. whether you have previously taken time off to accompany the same pregnant woman to an antenatal appointment in relation to the same pregnancy and, if so, the date of each occasion that you took such time off.

3.2.2. If you are able to influence the timing of appointments, please try to arrange them at the beginning or end of the working day and in consultation with your line manager where possible.

3.2.3. If asked to do so by your line manager, you must provide the Trust with a signed statement providing the date and time of the appointment and confirming:

3.2.3.1. that your relationship with the pregnant woman and/or the expected child meets one of the eligibility criteria above;

3.2.3.2. that the purpose of the time off is to accompany the pregnant woman to an antenatal care appointment;

3.2.3.3. that the appointment has been made on the advice of a registered medical practitioner, registered midwife or registered nurse; and

3.2.3.4. the date and time of the appointment.

3.3. **Amount of time off**

3.3.1. If eligible, you may take time off to accompany a pregnant woman to up to two antenatal appointments in relation to each pregnancy.

3.3.2. You must not take more than six and a half hours off for each appointment, including travel and waiting time.

3.3.3. Time off to attend these appointments is unpaid.

3.3.4. If you wish to take time off to attend further antenatal appointments, you may wish to request unpaid leave or paid annual leave.

TIME OFF FOR DEPENDANTS POLICY

1. Introduction

1.1. The law recognises and the Trust respects that there will be occasions when employees will need to take time off work to deal with unexpected events involving one of their dependants.

1.2. This policy sets out employees' statutory right to take a reasonable amount of **unpaid** time off work to deal with certain situations affecting their dependants. Employees should also refer to the Trust's Additional Paid and Unpaid Leave Policy. Where employees have an entitlement to paid time off under the Additional Paid and Unpaid Leave Policy in the circumstances set out in this Time off for Dependants Policy, that paid entitlement will be applied until such time as it is exhausted. Thereafter, this Time off for Dependants Policy shall apply.

1.3. This policy applies to employees and does not however form any part of their terms and conditions of employment, nor is it intended to have contractual effect. The Trust reserves the right to amend this policy at any time.

1.4. The Trust is committed to a programme of action to make this policy effective and to bring it to the attention of all employees. No employee who takes time off in accordance with this policy will be subjected to any detriment.

2. Leave for Dependants

2.1. All employees have a right to take a reasonable amount of unpaid time off work when it is necessary to:

2.1.1. provide assistance when a dependant falls ill, gives birth, is injured or assaulted;

2.1.2. make longer-term care arrangements for a dependant who is ill or injured;

2.1.3. take action required in consequence of the death of a dependant;

2.1.4. deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant; and/or

2.1.5. deal with an unexpected incident involving their child during working hours (or those of another educational establishment).

2.2. A dependant for the purposes of this policy is:

2.2.1. an employee's spouse, civil partner, parent or child;

2.2.2. a person who lives in the same household as the employee but who is not their tenant, lodger, boarder or employee;

2.2.3. anyone else who reasonably relies on the employee to provide care and assistance, make arrangements or take action of the kind referred to in this Policy.

2.3. Employees are only entitled to take time off under this policy to provide personal care for a dependant where there is an immediate crisis or an unexpected event that requires immediate attention by the employee in respect of a dependent.

2.4. If you know well in advance that you wish to take time off to care for a dependant yourself, rather than arrange for someone else to do so, this policy will not apply. You should take advice from the CEO / Principal / Head Teacher or academy Business Manager if you need to take time off work in these circumstances.

2.5. For the right to time off under this policy to arise, it must be necessary for you to take action in relation to a dependant. Whether action is necessary will depend on the nature of the problem, the closeness of the relationship between you, and whether someone else is available to assist. Action is unlikely to be considered necessary if you knew in advance that a problem might arise but did not make alternative arrangements for a dependant's care.

2.6. Reasonable time off in relation to a particular problem will not normally be more than one or two days. However, the Trust will always consider each set of circumstances on their facts.

3. Exercising the right to time off

3.1. You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell the CEO / Principal / Head Teacher or academy Business Manager:

3.1.1. the reason for your absence; and

3.1.2. how long you expect to be away from work.

3.2. If you fail to notify the Trust as required above, you may be subject to disciplinary proceedings under the Trust's Disciplinary Policy and Procedure for taking unauthorised time off.

3.3. Where it is possible to do so in advance or when you return to work after taking time off under this policy, the Trust might ask you to provide evidence for your reasons for taking the time off. Suspected abuse of this policy will be dealt with as a disciplinary issue under the Trust's Disciplinary Policy and Procedure.

3.4. In addition to the statutory right to time off for dependants, additional leave with or without pay may be granted in special circumstances at the discretion of the Trust. The Trust shall give particular consideration to granting reasonable paid time off for dependants.

3.5. Such additional leave (and whether this is paid or unpaid) will be granted at the CEO / Principal / Head Teacher 's absolute discretion depending on the individual circumstances of the case.

WHISTLEBLOWING POLICY AND PROCEDURE

Introduction

1.1. The Trust is committed to conducting its business with honesty and integrity and expects all staff to maintain high standards in accordance with their contractual obligations and the policies and procedures from time to time in force.

1.2. This policy reflects the Trust's current practices and applies to every individual working for irrespective of their status, level or grade. It therefore includes, the Principal / Head Teacher, Heads of Department, members of the Senior Leadership Team, governors, trustees, members, directors, employees, consultants, contractors, trainees, volunteers, home-workers, part-time or fixed-term employees, casual and agency staff (collectively referred to as "you**"** and "staff" in this policy) who are advised to familiarise themselves with its content.

1.3. As a public service organisation, the Trust will use public funds prudently and apply the highest standards of conduct throughout the organisation. This procedure encourages you to help maintain these standards, by enabling you to draw attention, within the Trust, to any concerns which you may have. However, all organisations face the risk of things going wrong from time to time, or of unknowingly harbouring illegal or unethical conduct. A culture of openness and accountability is essential in order to prevent such situations occurring or to address them when they do occur. Public disclosure may well be justified at some point, but this should not happen before the Trust has had the opportunity to investigate the concern. Premature or unnecessary publicity may damage the Trust's reputation and impede proper investigations.

1.4. The aims of this policy are:

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

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

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

2. What is Whistleblowing?

2.1. Whistleblowing is the disclosure of information which relates to suspected malpractice, wrongdoing or dangers at work. The Employment Rights Act 1996 as amended by the Public Interest Disclosure Act 1998 governs the making of disclosures concerning workplace activities and is intended to protect staff that "blow the whistle" on bad practice from being subjected to any detriment or unfairly dismissed as a result.

2.2. To qualify for the protection outlined in Paragraph 2.1, you must provide information of a concern that you reasonably believe shows a category of wrongdoing set out in the law;

reasonably believe that the concern is in the public interest and raise your concern in accordance with this policy.

2.3. Examples of concerns that may be raised under the procedure are:

2.3.1. Criminal Activity

2.3.2. Child protection and/or safeguarding concerns (including radicalisation of students)

2.3.3. Miscarriages of justice

2.3.4. Danger to Health and safety

2.3.5. Damage to the environment

2.3.6. Failure to comply with any legal or professional obligation or regulatory requirements

2.3.7. Bribery or corruption

2.3.8. Financial fraud or mismanagement

2.3.9. Misconduct in public office and/or conduct likely to damage the Trust's reputation or financial wellbeing

2.3.10. Negligence

2.3.11. Breach of internal policies and procedures

2.3.12. Unauthorised disclosure of confidential information

2.3.13. Any other unethical or illegal conduct

2.3.14. The deliberate concealment of any of the above matters.

2.3.15. Allegations of Sexual Harassment

2.4. These acts may be in the past, present or future, so that, for example, a disclosure qualifies if it relates to criminal activity that has happened, is happening or is likely to happen.

2.5. A whistle-blower is a person who raises a genuine concern that they believe is in the public interest relating to any of the above. The Trust wants normal management channels to be sufficiently open and effective for most concerns to be raised that way but recognises that this will not always be appropriate or possible. The Trust therefore has a Confidential Reporting Procedure, which offers the means to raise concerns you which reasonably believe are in the public interest and tends to show certain types of wrongdoing in regard to the conduct of staff, governors/elected members or other people acting on behalf of the Trust.

2.6. The procedure does not cover concerns that would be best dealt with by other procedures.

For example, an employment problem may well be covered by the Trust's Grievance Procedure. The Whistleblowing policy should not be used for complaints relating to your own personal circumstances, such as the way you may have been treated at work. In those cases, you should submit a concern under the Grievance Policy and Procedure or Harassment and Bullying Policy as appropriate.

2.7. If you are uncertain as to whether you concern is within the scope of this policy, you should seek advice before taking action.

3. Confidentiality

3.1. The Trust hopes that all staff will feel able to voice whistleblowing concerns openly under this policy. Your concern will be treated in strict confidence, within this Procedure, and the Trust will endeavour to keep your identity secret in so far as is possible (if this is what you want). If it is necessary for anyone investigating your concern to know your identity, the Trust will discuss this with you first. If disciplinary or other proceedings follow the investigation, it may not be possible to take action as a result of a disclosure without your help, so you may be asked to come forward as a witness. If you agree to this, you will be offered support.

3.2. Although a concern may be made anonymously, the Trust encourages staff to put their name to their allegation whenever possible. Concerns that are expressed completely anonymously are much less powerful and proper investigation may be much more difficult or even impossible. It is also much more difficult to establish whether any allegations are credible and to protect your position or to give feedback on the outcome of investigations.

3.3. The Trust will consider anonymous concerns at its discretion, taking into account factors such as the seriousness of the issue raised, the credibility of the concern and the likelihood of confirming the allegation from other sources.

3.4. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward to one of the contacts listed *below* and appropriate measures can then be taken to preserve confidentiality.

3.5. If you are in any doubt, you can seek advice from Protect, the independent whistleblowing charity, who offer a confidential helpline. Their contact details are:

Protect	Helpline: **020 3117 2520**
(Independent whistleblowing charity)	E-mail: whistle@protect-advice.org.uk Website: www.pcaw.org.uk

4. Raising a Concern

4.1. The Trust hopes that in many cases, you will be able to raise any concerns with your Line Manager or Principal / Head Teacher speaking to them in person or putting the matter in writing if you prefer. Together, you may be able to agree a way of resolving the concern quickly and effectively.

4.2. Where your concern is regarding potential poor or unsafe practice or potential failures in

the Trust's safeguarding regime, you should raise this initially with your Line Manager.

4.3. However, where the matter is more serious, or your Line Manager or Principal / Head Teacher has not addressed the concern or you would prefer not to raise it with them for any reason, then you should contact one of the following:

4.3.1. A governor with responsibility for whistleblowing matters

4.3.2. The Trust CEO

4.3.3. A trustee

5. Who to approach?

5.1. Below is guidance on who to contact in the first instance when raising a whistleblowing concern:

Concerns regarding	**To be raised with**
Employee	Line Manager
Line Manager	Principal / Head Teacher
Principal / Head Teacher	Chair of Governors
Direct Trust employees	CEO
CEO	Chair of the Board
Governors	Chair of the Board
Directors	Chair of the Board
Chair of the Board	Director of Schools, Diocese of Shrewsbury

5.2. Depending on the nature of the concern the Local Authority Designated Officer (LADO) may also be informed.

6. How to Raise your Concern

6.1. You can raise your concern orally (i.e., face to face or over the phone) or in writing. If you write, mark the envelope 'personal and confidential'. Whichever way you choose, please give as much information as you can. Remember also to give your name, job and where you work and say if you do not want to be contacted at work (if so, give your home address

and/or a private phone number).

6.2. The following headings may help you organise your thoughts, but you do not have to follow them exactly:

6.2.1. The nature of the concern

6.2.2. Any background or history of the concern (giving dates where possible)

6.2.3. Why you are concerned

6.2.4. Why you believe your concern to be true

6.2.5. Any other procedures which you have already used – and what happened

6.2.6. The people who are involved and where they work

6.2.7. The names and jobs of any other people who will (or may) support your concern.

6.3. The earlier a concern is raised the better. Whilst you will not be expected to prove that allegations are true, you will need to show that you have a reasonable basis for your concern.

6.4. The Trust will take a down a written summary of the concern raised and provide you with a copy as soon as practicable after the meeting. The Trust will also aim to give you an indication of how it proposes to deal with the matter.

7. Investigation and Outcome

7.1. After the meeting, the Trust will carry out an initial assessment to determine the scope of any investigation required. The Trust will inform you of the outcome of this assessment. You may be required to attend additional meetings in order to provide further information of the concerns you have raised.

7.2. In some cases, the Trust may appoint an investigator or team of investigators including staff with relevant experience of investigations or specialist knowledge of the subject matter (this may include externally appointed persons). The investigator(s) may make recommendations for change to enable the Trust to minimise the risk of future wrongdoing.

7.3. The Trust will aim to keep you informed of the progress of the investigation and its likely timescale. It will endeavour to complete its investigation within a reasonable timeframe. However, sometimes the need for confidentiality may prevent the Trust from giving specific details of the investigation or any disciplinary action or other action taken as a result. You are required to treat any information about the investigation as strictly confidential.

7.4. If the Trust concludes that a whistleblower has made false allegations maliciously or with a view to personal gain, the whistleblower may (where they are an employee) be subject to disciplinary action under the Disciplinary Policy and Procedure.

8. Involvement of your Trade Union or Professional Association

8.1. You may ask your trade union or professional association to raise a matter on your behalf or advise you on how to articulate the case yourself. In this case – if you wish – you can remain anonymous when the concern is first raised, but you may have to be involved personally if the matter goes further.

8.2. You may also be accompanied at any meetings under this procedure by a trade union representative, a member of a professional association or a work colleague at any meeting or interview.

9. Personal Support

9.1. The Trust will do all it can to minimise any difficulties that you may have because you have raised a concern. As far as the Trust can, you will be offered personal support, and this will be arranged by the Principal / Head Teacher. For example, if you had to give evidence in disciplinary or criminal proceedings, full advice about the procedure would be given to you.

10. If You are Not Satisfied with the Trust's Response

10.1. Whilst the Trust cannot always guarantee the outcome you are seeking, it will try to deal with the concern fairly, professionally and in an appropriate way. If you are not happy with the way in which your concern has been handled, you can raise it with one of the other key contacts outlined above.

11. External Disclosures

11.1. The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. The Trust expects that in almost all cases, raising a concern internally would be the most appropriate course of action and you should not find it necessary to alert anyone externally.

11.2. However, if, for whatever reason, you feel you cannot raise your concern internally and you reasonably believe the information and any allegations are substantially true, the law recognised that in some circumstances it may be appropriate for you to report your concern another prescribed person, such as a police, a regulator or professional body. It will rarely, if ever, be appropriate to alert the media. The Trust strongly encourages staff to seek advice from the independent whistleblowing charity, Protect, whose details are set out earlier in this policy. Protect has a list of prescribed bodies for reporting certain types of concerns and is able to provide advice with regards to whistleblowing and making a protected disclosure.

11.3. Where your concern is regarding the Trust's safeguarding practices, and you feel unable to raise it internally or have concerns about the way in which your concern has been or is being handled by the Trust, you may contact the National Society for the Prevention of Cruelty to Children (NSPCC) on their advice line (020 028 0285 – open from 8.00 am to 8.00 pm Monday to Friday) or by e-mail (hekp@nspcc.org.uk) or in writing to NSPCC, Weston House, 42 Curtain Road, London EC2A 3NH.

11.4. Whistleblowing concerns usually relate to the conduct of the Trust's staff, but they may sometimes relate to the actions of a third party, such as a service provider. In some circumstance, the law will protect you if you raise the matter with the third party. However, you are encouraged to report such concerns internally first. You should contact one of the internal contacts set out in this policy, or Protect, for guidance.

12. Protection and Support for Whistleblowers

12.1. It is understandable that whistleblowers are sometimes worried about possible repercussions. The Trust is committed to good practice and high standards and aims to encourage openness. The Trust will support Staff who raise genuine concerns under this policy, even if they turn out to be mistaken.

12.2. Staff must not suffer any detrimental treatment as a result of raising a concern. Detrimental treatment includes dismissal, disciplinary action, threats, or other unfavourable treatment connected with raising a concern. If you believe that you have suffered any such treatment, you should inform your line manager or your Principal / Head Teacher immediately. If the matter is not remedied to your satisfaction, you should raise it formally using the Grievance Policy and Procedure.

12.3. No member of staff must threaten or retaliate against an individual who has raised a concern in any way. The Trust will not tolerate any such harassment or victimisation, and anyone involved in such conduct will be subject to disciplinary action.

12.4. To ensure the protection of all staff, those who raise a concern frivolously, maliciously and/or for personal gain and/or make an allegation they do not reasonably believe to be true and/or made in the public interest will also be liable to disciplinary action.

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