



AVANTI SCHOOLS TRUST

HR Policies Handbook
September 2016

1. INTRODUCTION

1.1	Our aim is to provide an outstanding education to all the children taught by us and that every lesson should be at least good. All our policies (including HR) support that ambition.	
1.2	This document contains the following:	
A.	ACCEPTABLE USE POLICY	5
B.	CAPABILITY POLICY	9
C.	CODE OF CONDUCT	13
D.	DISCIPLINARY POLICY	20
E.	ETHOS HANDBOOK (EXTRACTS)	30
F.	FAMILY LEAVE POLICY	32
G.	FLEXIBLE WORKING POLICY	58
H.	GIVING EMPLOYMENT REFERENCES	60
I.	GRIEVANCE RESOLUTION POLICY	63
J.	NON-SICKNESS ABSENCE POLICY	72
K.	PERSONAL INTEGRITY POLICY	76
L.	PUBLIC INTEREST DISCLOSURE (WHISTLEBLOWING) POLICY	79
M.	SICKNESS ABSENCE POLICY	85
N.	STAFF PENSIONS DISCRETIONS	91
O.	STAFF RECRUITMENT AND EXIT POLICY	98
P.	SUPPORT STAFF PAY POLICY	107
Q.	TEACHERS' APPRAISAL POLICY	108
R.	TEACHERS' PAY POLICY	115
S.	TRAINING COSTS POLICY	130

1.3 We delegate our authority in the manner set out in this document and it shall apply to all our schools. The Schools' Local Governing Bodies do not have authority to amend this document. Amendments may only be made by our Board.

1.4 There may be occasions where policies need to be modified to take account of the requirements of our Child Protection & Safeguarding policies e.g. by allowing the Local Authority Designated Officer to offer advice at appropriate stages.

1.5 In this document "working day" means any day on which in your role you would ordinarily work if you were a full-time employee. In other words, it will be different for teaching and non-teaching staff but will be the same for full-time and part-time employees.

1.6 In this document "Headteacher" includes Principal.

2. ATTENDEES AT FORMAL MEETINGS

2.1 For any process described as informal there is no right to be accompanied and we may proceed without you having a companion present.

2.2 Where a policy allows you to be accompanied by a companion at a formal meeting, the provisions of this paragraph 2 will apply and **Permitted Companion** means a companion meeting the requirements of this paragraph 2.

2.3 You must let the relevant Manager know who your Permitted Companion will be at least one working day before the relevant meeting. The companion must be either a willing co-worker not involved in the substance of the issue under discussion at the meeting or a trade union representative. You do not have a right to legal representation at formal meetings.



AVANTI SCHOOLS TRUST

- 2.4 If you have any particular need, for example, a disability, you may also be accompanied by a suitable helper.
- 2.5 Your Permitted Companion can address the meeting in order to:
- (a) put your case;
 - (b) sum up your case; and
 - (c) respond on your behalf to any view expressed at the meeting.
- 2.6 Your Permitted Companion can also confer with you in private during the meeting.
- 2.7 Your Permitted Companion has no right to answer questions on your behalf, or to address the meeting if you do not wish it, or to prevent you from explaining your case.
- 2.8 Where you have identified your Permitted Companion to the relevant Manager and your companion has confirmed in writing to the relevant Manager that they cannot attend the date or time set for the meeting, the relevant Manager will postpone the meeting for no more than five working days from the date set by us to a date or time agreed with your companion provided that it is reasonable.
- 2.9 You do not have a right to be accompanied by a legal representative.
- 2.10 At a disciplinary meeting the Disciplinary Manager or Appeal Manager may take advice from a legal representative.

3. TIMING OF MEETINGS

Formal meetings under these policies may:

- (a) need to be held when you were timetabled to teach;
- (b) exceptionally be held during planning preparation and assessment time if this does not impact on lesson preparation;
- (c) exceptionally be held after the end of the School day;
- (d) not be held on days on which you would not ordinarily work; and
- (e) for support staff, be held at any time during the working day.

4. RECORDING OF MEETINGS AND MINUTES

- 4.1 No one is allowed to make an audio or video recording of a formal or informal meeting or interview without the prior express written permission of all persons present.
- 4.2 We may have a note taker at any a formal or informal meeting or interview to take the official note of the meeting. The note taker should be someone not involved in the subject matter of the meeting.
- 4.3 Minutes will be shared with you and you will be asked to confirm if they are accurate. No subsequent meeting, interview or decision will be delayed or postponed as a result of a dispute over minutes.

5. APPEAL MANAGER

A person is not prevented from being an Appeal Manager in the **Disciplinary, Capability and Sickness Absence policies** by virtue of having heard an appeal against any earlier decision in relation to you under that policy or any other policy.

6. USE OF WARNINGS

In the event of any organisational change process, formal warnings/cautions under



AVANTI SCHOOLS TRUST

the disciplinary, capability or sickness absence policy may be used as selection criteria.

7. FREEDOM OF INFORMATION

The policies in this Handbook are disclosable under the Freedom of Information Act.

8. REVIEW

8.1 This Handbook will be reviewed in **September 2017**.

8.2 In drawing up this Handbook we have considered the following documents:

(a) **The ACAS Code of Practice (2009);**

(b) **The ACAS Guide “Discipline and Grievances at Work;**

(c) **Teachers’ Standards (July 2011);**

(d) **Working Together to Safeguard Children (March 2013);**

(e) **Independent Schools Standards 2014;**

(f) **Ofsted Schools Inspection Handbook (August 2016);**

(g) **Keeping Children Safe in Education (September 2016);**

(h) **EFA Academies Financial Handbook (September 2016); and**

(i) **School Teachers’ Pay and Conditions Document (September 2016)**

ACCEPTABLE USE POLICY

A. ACCEPTABLE USE POLICY

1. SCOPE

1.1 **I.T. System** includes all our equipment and communications systems including photocopiers, scanners, printers, fax machines, computers, phones, tablets, servers, CCTV cameras as well as electronic systems such as email and Internet access, our website and intranet and managed and virtual learning environments and any associated hardware and software.

1.2 This Acceptable Use policy applies to everyone using our I.T. System including employees, consultants, workers, governors and volunteers. You are expected to act honestly, responsibly and appropriately at all times when using our I.T. System.

2. PROPER USE OF RESOURCES

2.1 Our I.T System must not be used for knowingly transmitting, retrieving, copying, sharing or storing any communication or information that is:

- (a) discriminatory or harassing;
- (b) derogatory to any individual or group;
- (c) obscene or pornographic;
- (d) defamatory or threatening; or
- (e) engaged in any purpose that is illegal or contrary to our regulations, policies or interests.

2.2 Persons on the Leadership Pay Range or the Chief Financial Officer may authorise personal use of the I.T. System which :

- (a) does not interfere with the performance of professional duties;
- (b) is of reasonable duration and frequency;
- (c) serves a legitimate organisational interest, such as enhancing professional interests or education;
- (d) does not compromise security or safety requirements, or adversely affect the performance or work of your school, the students or the individual employee/worker; and

(e) does not overburden our systems, create difficulties for others and/or result in additional expenditure.

2.3 As a general rule, any approved personal use of the I.T. System should be carried out outside of working hours.

2.4 Responsibility for the safe-keeping and proper use of any equipment issued lies with the individual employee/worker. Reasonable steps should be taken to prevent theft or damage to equipment, e.g. not leaving equipment visible in an unattended vehicle. You must not remove our equipment or resources without the express permission of your Line manager, your Headteacher or the Chief Financial Officer.

3. USING YOUR OWN RESOURCES

3.1 You should not bring personal laptops, iPads, tablets or similar devices into the workplace without the specific permission of a person on the Leadership Pay Range or the Chief Financial Officer. In specific circumstances, where permission may have been granted, the equipment must be held securely at all times and not left unattended where it may be accessed by students or other persons.

3.2 Personal mobile phones may be brought onto the premises for practical purposes but must similarly be used responsibly, this includes not in lessons or in sight of pupils (e.g. on the corridor), and not left unattended where they may be accessed by students or other persons.

3.3 Please note that we do not accept any responsibility for personal belongings brought onto the premises, or elsewhere in relation to work or during working time.

4. USE OF PERSONAL DATA

ACCEPTABLE USE POLICY

- 4.1 Information held relating to our work is a resource belonging to us. This applies whether information is held manually or electronically.
- 4.2 You must use sensitive information properly and have due respect for confidentiality. If you have access to such information, you should ensure that you:
- (a) know what information we treat as confidential (check with your manager if you are unsure);
 - (b) know who is entitled to have access to what information (check with your manager if you are unsure);
 - (c) are responsible and professional in using and allowing access to personal information on students, parents, staff, governors and any others; and
 - (d) use personal information in line with the principles of data protection legislation. Such data must:
 - (i) be used fairly and lawfully;
 - (ii) be used for limited, specifically stated purposes;
 - (iii) be used in a way that is adequate, relevant and not excessive;
 - (iv) be accurate;
 - (v) be kept for no longer than is absolutely necessary;
 - (vi) be handled according to people's data protection rights;
 - (vii) be kept safe and secure; and
 - (viii) not be transferred outside the UK without adequate protection.
- 4.3 There is stronger legal protection for information such as ethnic background, political opinions, religious beliefs, sexual orientation, physical and mental health, and criminal records.
- 4.4 Confidentiality requirements apply whether relevant data is held manually or electronically.
- 4.5 Notwithstanding confidentiality requirements, as set out above, you

have an obligation to share with the Designated Safeguarding Lead any information which gives rise to concern about the safety or welfare of a student. **You must NEVER promise a pupil that you will not act on information that they are told by him or her.**

- 4.6 If you are unsure about the use of any information which is, or may be, deemed to be sensitive and/or confidential, you should consult your Line Manager or Headteacher for clarity.

5. EMAIL AND INTERNET USAGE

- 5.1 The use of email and the Internet is encouraged as it facilitates communication, enhances our work and improves efficiency. However, inappropriate use may lead to problems ranging from issues relating to productivity to legal claims.
- 5.2 You are expected to:
- (a) adhere to any requirements in place relating to use of the systems for work-related and any permitted private use (if applicable);
 - (b) assist in reducing email overload and aid productivity wherever possible by (for example) sending email messages only to those for whom they are relevant, send blind (bcc) copies wherever possible, not automatically reply to all names on a "cc" list (it may be inappropriate in some cases or irrelevant for some recipients). Only send attached files where necessary;
 - (c) be aware that although email encourages rapid communication, the contents of email messages should be written with care. Messages sent without proper consideration can cause unnecessary misunderstandings. Email should not be used as a substitute for face-to-face communication;

ACCEPTABLE USE POLICY

- (d) be aware that offers or contracts transmitted via email are as legally binding as those sent on paper;
- (e) be aware that emails and email contact lists contained on our system are our property even though created by an individual employee/worker;
- (f) use the Web as and when appropriate for work purposes. Even when being used for work-related activities, browsing can be highly time-consuming
- (g) use the Web and the email systems responsibly. Use of the Internet for illegal or inappropriate activities will not be tolerated. Such activities include (but are not limited to):
 - (i) online gambling;
 - (ii) accessing offensive, obscene or indecent material, including pornography, or downloading or distributing copyright information;
 - (iii) sending or posting abusive, rude or defamatory messages about people or organisations;
 - (iv) sending or forwarding any message that could constitute bullying or harassment, unauthorised non-business used, including personal messages, jokes, cartoons or chain letters; or
 - (v) posting confidential information about us or other employees/workers, governors, parents, students, or anyone associated with them.
- (h) respect the copyrights, software licensing rules and property rights, and in general the privacy and prerogatives of others; and
- (i) use social networking sites responsibly and appropriately (see below).

6. COMPUTER SECURITY AND MISUSE

6.1 In general, you should note that:

- (a) those with access to personal data are in a particularly sensitive position and must be aware of the provisions of the Data Protection Act;
- (b) all Internet sites accessed, as well as other applications, should be closed when finished with and computers switched off. Computers should never be left open and unattended;
- (c) all log-ins/passwords must be kept confidential. They must not be given to any other person. Neither should any employee/worker use someone else's log-in or password;
- (d) no external software may be used without the prior permission of your Line Manager, your Headteacher, the Chief Financial Officer or person within the School responsible for computer security; and

(e) **all electronic data must be held in an encrypted manner.**

6.2 Misuse of computers is a serious disciplinary offence. The following are examples of misuse:

- (a) fraud and theft;
- (b) system sabotage;
- (c) introduction of viruses;
- (d) obtaining unauthorised access;
- (e) using the system for private work or unauthorised game playing;
- (f) breaches of the Data Protection Act;
- (g) sending abusive or defamatory messages or statements about people or organisations, or posting such messages or statements on any websites or via email;

ACCEPTABLE USE POLICY

- (h) attempting to access prohibited sites on the internet;
 - (i) hacking; and
 - (j) breach of our security procedures.
- 6.3 The above list is not exhaustive. Depending on the circumstances, misuse of the I.T System may be considered to be gross misconduct. Misuse amounting to criminal conduct will be reported to the police.
- ### 7. SOCIAL NETWORKING SITES AND APPLICATIONS
- 7.1 Use of work-related social networking sites or applications is restricted to any arrangements, rules and/or protocol established by us. You should first refer to a person on the Leadership Pay Range or the Chief Financial Officer if you are unclear about the use of these sites.
- 7.2 Work-related social networking sites must not at any time be used for personal communications.
- 7.3 When using a social networking site, either for work-related purposes or outside of working time for personal use, you must:
- (a) make sure that you understand your online privacy settings and use them responsibly and appropriately;
 - (b) not divulge any confidential information about, or belonging to, the Trust, the School, governors, employees/workers or students associated with them and/or personal data/information which could be in breach of the Data Protection Act;
 - (c) not disclose any information which is not yet in the public arena;
- (d) not post any illegal material, e.g. images of child abuse or material which incites racial hatred;
 - (e) not make any offensive, defamatory, discriminatory, critical or other inappropriate comments about us, governors, employees/workers or students;
 - (f) not claim to be representing us when using social networking sites in a personal capacity (note that stating you are employed by us does infer 'representation'). You must make it clear when posting information or comments that any personal views expressed do not represent our views (Use a disclaimer such as "The views expressed here are my own and do not represent the views of my employer");
 - (g) not misrepresent us by posting false or inaccurate statements about your work;
 - (h) not link your own blogs/personal web pages to our website;
 - (i) not use any of our logos on any personal page, or without the specific consent of your Line Manager or Headteacher for work-related purposes;
 - (j) not publish any material or comment that could undermine public confidence in you as an employee/worker in a position of trust; and
 - (k) link to, message, tag, befriend or otherwise contact or communicate with any of our current or former pupils.
- 7.4 The above list is not exhaustive.

CAPABILITY POLICY

B. CAPABILITY POLICY

1. SCOPE OF CAPABILITY POLICY

- 1.1 The purpose of this policy is to give a structure to improve performance to the standards expected and to facilitate the fair dismissal of those who have not improved despite support.
- 1.2 There may be some occasions where your behaviour could be described as misconduct. This Capability policy and our Disciplinary policy may be used concurrently whilst we determine whether the behaviour amounts to misconduct or incapability. We anticipate that this will be a very rare situation.
- 1.3 There may be occasions where your capability could relate to your health. This Capability policy may be used concurrently with our Sickness Absence policy to ensure that appropriate support is in place. If you go off sick following the use of this Capability policy we may use our Sickness Absence policy.
- 1.4 If you are in your probationary period we may decide not to use this policy to deal with capability issues.
- 1.5 In this policy the time specified for an Assessment Period will be extended by any absence during the Assessment Period (including absence due to ill health, paternity maternity or adoption leave).

2. INFORMAL ADVICE AND SUPPORT

- 2.1 Your line manager may give you informal advice and support at any time about any performance falling short of the standard expected.

2.2 Remedial steps taken under any Appraisal policy also count as informal action for the purposes of this Capability policy.

2.3 Your line manager may:

- (a) give you informal advice, mentoring, coaching or counselling;
- (b) arrange for you to observe lessons taught by our other teachers or elsewhere;
- (c) arrange for you to discuss your practice with advisory teachers or our Director of Education;
- (d) arrange for you to observe best practice delivered by other colleagues; and
- (e) ask what support you believe would be helpful.

2.4 Informal advice and support may be confirmed in writing and may be referred to at a later stage as evidence that an informal approach was attempted and the outcome of such an approach. To ensure an effective understanding of the effectiveness of informal advice and support any written confirmation will be shared with your line managers, your appraiser, the SLT Link. Such records would be shared with your union representative if you wished.

2.5 There is no right of appeal against an informal advice.

3. CAPABILITY, FINAL CAPABILITY AND APPEAL MANAGERS

The table below sets out the normal level of delegation for dealing with formal capability issues.

<i>Your Level</i>	<i>First/Second Capability Meeting – the Capability Manager</i>	<i>Final Capability Meeting – the Final Capability Manager (not previously involved)</i>	<i>Appeal Manager (not previously involved)</i>
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Effective date: 1 September 2016

Page 9 of 131

THIS DOCUMENT DOES NOT CREATE CONTRACTUAL OBLIGATIONS ON US AND MAY BE AMENDED BY US AT ANY TIME

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CAPABILITY POLICY

School's Headteacher	Chair of School's Governors or a person nominated by our CEO	Our CEO or their nominee	Trust Chair or their nominee
Other Leadership & Business Manager	School's Headteacher	Chair of School's Governors CEO's nominee	Our CEO or their nominee
Other School Teaching Staff	School's Headteacher or a member of the School's Leadership Team appointed by the Headteacher	School's Headteacher (or Chair of School's Governors if the Headteacher is the Capability Manager)	Our CEO or their nominee
Other Support Staff	School's Headteacher or a person appointed by the School's Headteacher	School's Headteacher (or Chair of School's Governors if the Headteacher is the Capability Manager)	Our CEO or their nominee
Non-School Trust Staff	Our CEO or nominee or Trust Chair's nominee	Trust Chair's nominee	Trust Chair

4. ALTERNATIVE ACTION

4.1 There may be a situation where the Capability Manager considers that a recent promotion or job change has been a contributory factor in any unsatisfactory performance and that informal advice and support has not been effective.

4.2 The Capability Manager may offer you the option of taking a voluntary demotion as an alternative to proceeding with a First Capability Meeting, if an appropriate post exists and if informal action or support has not been effective.

(b) what specific performance standards are expected; and

(c) the support that has been provided to you so far.

5.2 This Performance Report will be sent to you at least 5 working days before the First Capability Meeting.

5.3 At the First Capability Meeting you will have an opportunity to comment upon the Performance Report and to discuss the alleged professional shortcomings, possible support guidance and monitoring and any contributory factors to underperformance such as domestic or health needs.

5. FIRST CAPABILITY MEETING

5.1 The Capability Manager will produce a Performance Report setting out:

(a) what aspects of your performance are causing concern;

5.4 The Capability Manager may adjourn the meeting, to consider further investigation.

5.5 If the Capability Manager concludes that performance is satisfactory the

CAPABILITY POLICY

formal capability process will end (though informal action and support may continue) and the relevant appraisal policy will be used.

5.6 If the Capability Manager concludes that performance is unsatisfactory you will be given a First Written Warning which will:

- (a) identify the professional shortcomings;
- (b) give clear guidance on the improved sustainable standard of performance needed to exit our Capability policy;
- (c) explain the support that will be provided, and how performance will be monitored over the Assessment Period;
- (d) identify the timetable for improvement and agree a date for the next Capability Meeting; and
- (e) make it clearly understood that failure to improve may lead to final written warning and dismissal.

5.7 The length of the Assessment Period following a First Written Warning will be at least 4 working weeks and no more than 8 working weeks.

5.8 You may appeal against a First Written Warning by writing to the Capability Manager within 5 working days of being sent the Written Warning.

5.9 The fact of the appeal does not delay the implementation of the Assessment Period.

5.10 Any appeal should normally be heard within 10 working days of us receiving your appeal.

6. SECOND CAPABILITY MEETING

6.1 The Capability Manager will prepare an Updated Performance Report recording the assessments, support and evaluation of your performance

during the Assessment Period. This Report may be prepared and sent on the last day of the Assessment Period.

6.2 This Report will be presented to you at least 4 working days before the Second Capability meeting.

6.3 If after the Second Capability Meeting the Capability Manager considers that your performance is satisfactory, the capability process will end (though informal advice and support may continue) and the relevant appraisal policy will be used.

6.4 If after the Second Capability Meeting the Capability Manager considers that your performance remains unsatisfactory you will be given a Final Written Warning setting an Assessment Period of 4 working weeks and setting the date for the Final Capability Meeting. You will be informed that failure to make satisfactory sustainable improvement will result in your dismissal.

6.5 You may appeal against a Final Written Warning by writing to the Capability Manager within 5 working days of being sent the Final Written Warning.

6.6 The appeal process does not delay the implementation of the Assessment Period.

6.7 Any appeal should normally be heard within 10 working days of us receiving your appeal.

7. FINAL CAPABILITY MEETING

7.1 The Capability Manager will prepare a Final Performance Report recording the assessments, support and evaluation of your performance during the Assessment Period. This report may be prepared and sent on the last day of the Assessment Period.

7.2 This report will be presented to you at least 5 working days before the Final Capability Meeting.

CAPABILITY POLICY

- 7.3 If after the Final Capability Meeting the Final Capability Manager considers that your performance is satisfactory, the Capability process will end (though informal action and support may continue) and the relevant appraisal policy will be used.
- 7.4 If after the Final Capability Meeting the Final Capability Manager concludes that your performance remains unsatisfactory and is not capable of sustainable improvement the Final Capability Manager will terminate your employment on notice by way of a letter setting out your date of termination and your right of appeal.
- 7.5 You may appeal against a dismissal on notice by writing to the Final Capability Manager within 5 working days of being sent the notification of termination.
- 7.6 The fact of the appeal does not delay the commencement of the notice period.
- 7.7 If your contract contains a payment in lieu of notice clause we may exercise that clause to bring your contract to an end with immediate effect.
- 7.8 Any appeal should normally be heard within 20 working days of us receiving your appeal.
- 7.9 At a Final Capability Meeting where dismissal is a potential outcome you may propose alternate sanction namely redeployment to another post at the same salary at a lower salary. The Final Capability Manager is not obliged to comply with such a request but shall consider it.

8. DURATION OF WARNINGS

- 8.1 If you have been given a First Written Warning and your performance has improved such that you return to the Appraisal policy and within 12 months of that First Written Warning your performance deteriorates such that the formal capability process is used, you will be called to a Second

Capability Meeting at which a Final Written Warning may be issued.

- 8.2 If you have been given a Final Written Warning and your performance has improved such that you return to the Appraisal policy and within 12 months of that Final Written Warning your performance deteriorates such that the formal capability process is used, you will be called to a Final Capability Meeting at which a further Final Written Warning may be issued.

9. PERMITTED COMPANION

You may bring a Permitted Companion to a formal Capability Meeting.

CODE OF CONDUCT

C. CODE OF CONDUCT

1. INTRODUCTION

- 1.1 Our expectations are that all students receive the highest possible quality of teaching and learning within a positive and respectful environment.
- 1.2 It is important, therefore, that you understand that your own behaviour and the manner in which you conduct yourselves with colleagues, students, parents and other stakeholders sets an example and affects the school environment.
- 1.3 We recognise that the majority of employees and workers always act in an appropriate, professional manner and treat others with dignity and respect. However, we consider it important to make clear the standards we expect so that breaches, misunderstandings and/or misinterpretation of rules are kept to a minimum.
- 1.4 This Code and our other HR policies are intended to set out our expected standards of conduct, our rules and values. They apply to all employees and workers, regardless of status. They are not an exhaustive compilation of what employees and workers can and cannot do but it is hoped that it will ensure everyone is clear about what is acceptable and what is not.
- 1.5 The Code is binding on all our employees. It is expected also that other workers deployed within the School who are employed by external Agencies will adhere to its principles. Similarly, volunteers are also expected to adhere to the principles set out in the Code and should consider themselves to fall into the category of 'worker' whilst with the School for that purpose. Breaches of the Code and the standards expressed within it may result in disciplinary action against you, including dismissal for serious offences. We hope, of course, that

such action won't be necessary and that all employees and workers will ensure that they read the Code and act in accordance with its requirements, standards and expectations at all times.

- 1.6 If there is anything in this Code that you do not understand, you should speak to your Line Manager or the Headteacher.

2. GENERAL REQUIREMENTS AND EXPECTATIONS

- 2.1 We high standards and expectations of all employees and workers and the health, safety and welfare of the students is the priority. Therefore, it is required that you:
- (a) provide a high standard of service in your dealings with governors, colleagues, students, parents and other stakeholders whether this is in person, by telephone, letter or email. Always be polite, responsive and treat people with respect and consideration. Be as clear as possible about any decisions and actions you take and the reasons for them;
 - (b) always use appropriate language and never demean distress or offend the decency of others. This may happen, for example, by displaying material or pictures that could be seen as offensive, or by making degrading, suggestive or insensitive comments or remarks;
 - (c) do not make derogatory comments or seek to undermine the Headteacher, the Governors, the Trustees or other employees;
 - (d) respect the rights of others and treat them with dignity. Never threaten, bully, fight with or assault anyone;
 - (e) never steal, damage or take items that belong to others (see also 5. 'Safeguarding and Dealings with Students' in relation to confiscation of items from students);

CODE OF CONDUCT

- (f) hand lost property in to the Business Manager;
- (g) do not discriminate against, harass or victimise anyone you meet in the course of your work, on any grounds (see also 3. 'Equality of Opportunity');
- (h) raise any concerns about inappropriate behaviour by students, parents or colleagues or about the internal workings of the School by following the appropriate policy. (Members of a Professional Association/Trade Union should also observe any Code, or rules, it has in place in relation to dealings with colleagues);
- (i) positively promote our vision, ethos and values;
- (j) comply with our policies and any other rules, regulations or codes that apply to your work and the workplace;
- (k) use electronic media communications appropriately, responsibly and legally at all times, whether within or outside the workplace/working hours;
- (l) do not make public statements about the Trust or the School without first obtaining authorisation from the Headteacher;
- (m) avoid actions that may discredit the school or bring it into disrepute;
- (n) ensure that you are not under the influence of alcohol during working hours (the Headteacher will decide if it is appropriate for alcohol to be made available at staff parties/social events) and do not abuse drugs;
- (o) do not disclose or misuse confidential information; and
- (p) do not engage in, or encourage, gossip, rumour or innuendo.

3. EQUALITY OF OPPORTUNITY

3.1 We are committed to providing equal opportunities in recruitment,

employment and the workplace and to avoiding unlawful discrimination in all related practices.

3.2 Under the Equality Act 2010, there are certain 'protected characteristics' that qualify for protection against discrimination. These are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

3.3 Unlawful discrimination can take a number of forms.

(a) Direct discrimination occurs where a person is treated less favourably than another because of a protected characteristic they have, or are thought to have, or because they associate with someone who has a protected characteristic (also see below).

(b) Indirect discrimination applies to age, disability, race, religion or belief, sex, sexual orientation, gender reassignment and marriage and civil partnership. It occurs where a rule, provision, criterion or practice is applied to everyone but has the effect of particularly disadvantaging people who share a protected characteristic. However, such indirect discrimination may be justified if it can be shown that it is 'a proportionate means of achieving a legitimate aim'.

(c) Perceptive Discrimination, applying to age, disability, race, religion or belief, sex, sexual orientation and gender reassignment, is direct discrimination against an individual due to the fact that others think, or perceive, that they possess a particular protected characteristic.

(d) Associative Discrimination applies to age, disability, race, religion or belief, sex, sexual orientation and gender reassignment. It is direct discrimination against someone because they associate with another

CODE OF CONDUCT

person who possesses a protected characteristic.

- (e) Harassment is “unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual’s dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual.” Harassment applies to all protected characteristics except for pregnancy and maternity and marriage and civil partnership. Employees/workers can complain about behaviour they find offensive even if it is not directed at them, and the complainant need not possess the relevant characteristic him/herself. Employees and workers are also protected from harassment because of perception and association (see above).
- (f) Victimisation occurs when an employee/worker is badly treated because s/he has made or supported a complaint, or raised a grievance, or is suspected of doing so. However, s/he is not protected from victimisation if the complaint has been made or supported maliciously.
- (g) Pregnancy and maternity provisions afford protection against discrimination to women during the period of the pregnancy and any statutory maternity leave.

3.4 Everyone is required to assist in meeting the commitment to providing equal opportunities and avoiding unlawful discrimination. Employees and workers can be held personally liable as well as, or instead of, the employer for acts of unlawful discrimination. Anyone who commits a serious act of harassment may be guilty of a criminal offence. Acts of discrimination, harassment or victimisation against anyone else are disciplinary matters and will be dealt with accordingly. Such acts may constitute gross misconduct and could lead to dismissal without notice.

4. MANAGEMENT AND EMPLOYEE RELATIONS

- 4.1 An atmosphere of mutual confidence, trust and respect between managers and employees/workers is essential to achieving our aims and targets and providing a high quality of teaching and learning.
- 4.2 As an employee/worker you should:
 - (a) promote the School in a positive manner;
 - (b) work reliably and in accordance with our policies and practices as well as any other rules and regulations that apply to your work and/or the workplace;
 - (c) carry out any reasonable instructions given to you by your manager and/or Headteacher; and
 - (d) recognise that you are part of a team and that everyone should be working together to achieve similar aims for the overall benefit of the students.
- 4.3 As a leader/manager you should, in addition to the above:
 - (a) support and assist employees to carry out their work properly;
 - (b) in your dealings with employees, act in accordance with their conditions of service;
 - (c) in consultation with employees, set standards of work and objectives, as appropriate to their role;
 - (d) give feedback and advice on areas for further development to assist employees in meeting objectives;
 - (e) aim to continually develop employees to meet current and future needs of the school;
 - (f) ensure compliance with the Working Time Regulations 1998, as amended, recognise the need for employees to pursue interests outside work and,

CODE OF CONDUCT

therefore, be able to enjoy a reasonable work/life balance;

- (g) consider constructive suggestions for improvements to working practices and standards;
- (h) treat all employees fairly, consistently and with dignity;
- (i) provide a working environment free from discrimination and harassment; and
- (j) Provide a safe and healthy working environment.

5. SAFEGUARDING AND DEALINGS WITH STUDENTS

5.1 We are committed to safeguarding and promoting the welfare of children and young people. You are expected to share this commitment. We have a separate detailed policy for Child Protection and Safeguarding which you must adhere to.

5.2 We aim to create a safe and positive environment for students in order to protect and promote their health and general well-being, as well as to provide an atmosphere that encourages and enhances learning and all-round development.

5.3 In particular, you are expected to:

- (a) work towards and encourage the highest possible level of achievement for all students;
- (b) value and respect all students equally, treating them in a polite, positive, responsive and considerate manner;
- (c) apply our policy on Behaviour and Discipline as situations demand in order to encourage and develop appropriate behaviours;
- (d) ensure that items confiscated from students are left in a safe place, ideally labelled and locked away and inform parents/guardians about when items will be returned;

(e) ensure that you have read and fully understand our Child Protection policy and act in accordance with the principles and processes set out within it at all times;

(f) ensure that you do not breach professional boundaries and do not act in a way that could be misinterpreted or otherwise leave you vulnerable to allegations of inappropriate behaviour. In particular, in relation to contact with students, you must not:

(i) establish, or seek to establish, social contact with students or aim to secure a friendship or strengthen a relationship, for any reason. This includes 'electronic' contact, such as by email or social networking sites;

(ii) buy or give gifts to children other than as part of a school/ rewards system;

(iii) give to, or exchange with students any personal details such as home/mobile telephone number or home or personal email address for any reason, unless a specific need to do so is agreed with their Line Manager or the Headteacher; or

(iv) offer or give lifts to students in your own personal vehicle.

(g) exercise your professional judgment in making an appropriate response if a student seeks to establish social contact with you, either by electronic or other means, or if contact should occur accidentally; and

(h) be aware and understand that all employees and workers, whatever their role, have a responsibility for safeguarding and promoting the welfare of children. If you are unclear about your responsibilities in this area you should speak to your Line manager or to the Headteacher.

5.4 Note also that, if an allegation of abuse is made against you, the relevant national and local

CODE OF CONDUCT

safeguarding guidelines and procedures will be followed. These are designed to ensure the safeguarding and welfare of the child/children and to protect the best interests of the individual employee/worker. The Department for Education's statutory guidance in **Part 4 of "Keeping Children Safe in Education" (September 2016)** www.gov.uk/government/publications/keeping-children-safe-in-education--2 will be used where it is alleged that an individual has:

- (a) behaved in a way that has harmed a child, or may have harmed a child;
- (b) possibly committed a criminal offence against or related to a child; or
- (c) behaved towards a child or children in a way that indicates he or she would pose a risk of harm if they work regularly or closely with children.

6. HEALTH AND SAFETY

- 6.1 All establishments are responsible for producing a Health and Safety statement and policy relevant to its own premises, practices and people. It is important, therefore, that you read and familiarise yourself with the content of the relevant documents in place within the School and, in particular, any specific duties assigned to you as part of the policy.
- 6.2 You are required to comply with Safety Regulations and to use any safety equipment and protective clothing which is supplied to you by the school, as well as any hygiene and accident reporting requirements.
- 6.3 You must never act in a way which might cause risk or damage to any other members of the school community, or visitors. In general, all employees/workers are required to take due care for their own safety and the safety of their fellow employees at all times.

7. SECONDARY EMPLOYMENT

- 7.1 The Working Time Regulations 1998, as amended, are a Health and Safety initiative and cover all work undertaken. To enable us to comply with the Regulations and maintain the health and safety of all employees, you must inform your Line Manager of **ALL** work undertaken, or applied for, elsewhere (should you be engaged in, or intending to be engaged in, other paid or unpaid work). In addition, it is important you are aware that there should be no conflict of interest, nor any contractual conflict, between your work for the school and your work elsewhere. Approval to undertake, or continue with, secondary employment can only be granted in circumstances where there is no conflict with the provisions of the Working Time Regulations nor any other conflict of interest or contractual conflict.

- 7.2 Note in particular that support staff on **Scale 6** and below will not unreasonably be refused permission to undertake secondary employment unless there is a clear conflict of interest, contractual conflict or a potential breach of the working time regulations.

- 7.3 Any employee asked to undertake private tutoring of students within this School must first discuss the situation with the Headteacher.

8. GENERAL WORKING STANDARDS

Hours of Work and Attendance

- 8.1 It is important that all employees are in the workplace at their agreed starting time and do not leave before their agreed finishing time. Bad timekeeping and poor attendance increases costs, causes disruption for others and has an adverse effect on students' education.
- 8.2 We recognise that the majority of employees are punctual and do not take time off without good cause or obtaining prior permission.

CODE OF CONDUCT

- 8.3 Our expectations are that:
- (a) you attend work in accordance with your contract of employment and associated terms and conditions in relation to hours, days of work and holidays;
 - (b) wherever possible, you make routine medical and dental appointments outside of your working hours or during holidays. The only exceptions to this requirement will normally be in the event of an emergency, particular difficulty in relation to hospital appointments (which are rarely negotiable) or to attend for ante-natal care if you are pregnant. Pregnant employees are entitled to paid time off for ante-natal appointments. In any circumstances, however, you should agree time off with your manager at the earliest opportunity to ensure that adequate cover arrangements can be made;
 - (c) prior to making any request, you refer to our policy on discretionary leave if you need time off for any reason other than personal illness. It is important to note that, except in cases of serious urgency no employee may, without prior permission, be absent from duty for any cause other than personal illness.
- (d) you do not dress in a way that may cause embarrassment to students, parents, colleagues, governors, other stakeholders or visitors.
- 8.5 Ultimately, it will be for the Headteacher to decide whether an employee's/worker's appearance and/or dress are appropriate or not.
- 8.6 We must ensure that the rights of employees to dress as they please, and in accordance with their principles and beliefs, is balanced with the need for the School to promote a suitable image to its stakeholders. At all times, care will be taken not to discriminate in relation to appearance and dress requirements.

No Smoking, No Vaping

- 8.7 Exposure to secondhand smoke increases the risk of lung cancer, heart disease and other serious illnesses. Ventilation or separating smokers and non-smokers within the same airspace does not completely stop potentially dangerous exposure.
- 8.8 In particular, you should note the following:
- (a) it is an offence, punishable by a fine and possible criminal prosecution, to smoke (or allow smoking) in 'enclosed' or 'substantially enclosed' public places and workplaces;
 - (b) public transport and work vehicles used by more than one person must be smoke free at all times, regardless of whether others are in the vehicle at the same time;
 - (c) employee smoking rooms and/or indoor smoking areas are not allowed;
 - (d) all employees, workers and others must respect the law on smoking. You must understand and be clear that smoking is strictly prohibited in all areas within the school premises and school. Areas of the premises include classrooms, sports areas, dinner halls/restaurants, staff rooms, meeting

Appearance and Dress

- 8.4 It is expected that:
- (a) when at work, or representing the School, you ensure that your appearance is neat and clean;
 - (b) you always dress in a manner which is appropriate to your role and the circumstances or setting in which you work;
 - (c) you remember that you are a role model for students and your appearance and dress should reflect this important and unique position; and

CODE OF CONDUCT

- rooms/Committee rooms, workshops, rest areas, stairs, corridors, lifts, toilets, reception and storage areas whether they are permanent, moveable or temporary (including, for example, tents and marquees); and
- (e) the Smoke free Regulations do not affect private homes. However, common courtesy requires that employees and workers do not smoke while carrying out home visits. (Similarly, employees and workers carrying out duties relating to their employment can request that parents, other family members or persons within the household do not smoke while they are visiting otherwise the visit may be terminated and alternative arrangements made).
- 8.9 Smoking (including 'vaping') should not take place around the School perimeter or within sight of our premises.
- 8.10 Employees and workers should also be aware and understand that the school's no smoking policy and arrangements apply similarly to the use of electronic cigarettes (e-cigarettes). We do not wish to encourage our children to start smoking by appearing to normalise smoking.
- 8.11 You are responsible for informing a member of the Senior Leadership Team of any breaches of our smoking arrangements.
- 9. KEEPING WITHIN THE LAW**
- 9.1 Employees and workers are expected to operate within the law. Unlawful or criminal behaviour, at work, or outside work, may lead to disciplinary action, including dismissal, being taken against employees.
- 9.2 You must ensure that you:
- (a) uphold the law at work;
- (b) never commit a crime away from work which could damage public confidence in you or the school, or which makes you unsuitable for the work you do. This includes, for example:
- (i) submitting false or fraudulent claims;
- (ii) breaching copyright on computer software or published documents;
- (iii) sexual offences, violence or any other form of abuse which will render you unfit to work with children or vulnerable adults;
- (iv) crimes of dishonesty which render you unfit to hold a position of trust; and
- (c) write and tell the Headteacher (Chair of Governors/Chair if you are the Headteacher) immediately if you are arrested, being investigated for, are charged with, convicted of, or cautioned for, any crime whilst you are employed at the School or if you are under investigation by the National College of Teaching and Leadership or other regulatory or professional body or if your legal right to work in the UK is challenged. This includes outside of your working hours. (You do not need to inform the Headteacher/Chair of Governors of offences that do not involve the police such as a parking or speeding fine). The Headteacher would then need to consider whether any investigations, charges or convictions damage public confidence in the school or makes you unsuitable to carry out your duties.

DISCIPLINARY POLICY

D. DISCIPLINARY POLICY

1. SCOPE OF DISCIPLINARY POLICY

1.1 The purpose of this policy is to give a structure to improve conduct to the standards expected and to facilitate the fair dismissal of those who have not improved or whose conduct is so unacceptable as to warrant dismissal without notice. The aim is to ensure consistent and fair treatment for all employees.

1.2 There may be some occasions where your behaviour could be described as incapability. This policy and our Capability policy may be used concurrently whilst we determine whether the behaviour is misconduct or incapability. We anticipate that this will be a very rare situation.

1.3 There may be occasions where your conduct could relate to your health. This Disciplinary policy may be used concurrently with our Sickness Absence policy to ensure that appropriate support is in place. If you go off sick following the use of this Disciplinary policy we may use our Sickness Absence policy.

1.4 There may be occasions when you attempt to use our Grievance Resolution policy in connection with actions taken under this Disciplinary policy. This shall not ordinarily lead to any delay or pause in the conduct of any matters under the Disciplinary policy unless the appropriate manager considers it appropriate to pause this policy or to deal with matters concurrently.

1.5 If you are in a Probationary Period, we may decide not to use this policy to deal with disciplinary matters.

2. GENERAL PRINCIPLES

2.1 Informal action will be considered, where appropriate, to resolve disciplinary problems.

2.2 No disciplinary action will be taken against you until the case has been fully investigated.

2.3 For formal action you will be advised of the nature of the complaint against you and will be given the opportunity to state your case before any decision is made.

2.4 At all formal meetings you may bring a Permitted Companion.

2.5 You will not be dismissed for a first breach of discipline except in the case of gross misconduct, when the penalty may be dismissal without notice and without payment in lieu of notice.

2.6 You will have the right to appeal against any disciplinary sanction. There is no appeal against a suspension.

2.7 This policy may be implemented at any stage, if your alleged misconduct warrants this.

3. INFORMAL ACTION

3.1 You may be given informal warnings at any time about any conduct or performance falling short of the standards expected.

3.2 Such warnings shall be recorded in writing so that there is no ambiguity whether you have been given an informal warning. To ensure an effective understanding of your adherence to informal action, all informal warnings will be shared with your line managers, your appraiser, the SLT Link.

3.3 Informal warnings may be referred to at a later stage to evidence that an informal approach was attempted and the outcome of such an approach.

3.4 Failure to comply with informal action should 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.

DISCIPLINARY POLICY

3.5 There is no right of appeal against an informal warning.

The table below sets out the normal level of delegation for dealing with formal disciplinary action.

4. INVESTIGATING, DISCIPLINARY AND APPEAL MANAGERS

<i>Your Level (or level of highest co-accused)</i>	<i>Investigating Manager</i>	<i>Disciplinary Manager</i>	<i>Appeal Manager</i>
School's Headteacher	Chair of School's Governors or a person nominated by our CEO	Our CEO or nominee	Trust Chair or nominee
Other Leadership Spine and School Business Manager	School's Headteacher	Chair of School's Governors or our CEO's nominee	Our CEO or nominee
Other School Staff	School's Headteacher or a member of School's Leadership Team appointed by the Headteacher	School's Headteacher or Chair of School's Governors if the Headteacher is the Investigating Manager	Our CEO or nominee
Non-School Trust staff	Our CEO or nominee of Trust Chair	Trust Chair's nominee	Trust Chair or nominee

5. SUSPENSION

5.1 In appropriate cases you may be suspended whilst investigations are carried out.

5.2 Suspension may be undertaken in person but may be undertaken in writing. If it is undertaken in person it will be confirmed in writing.

5.3 ACAS suggests that suspension whilst investigations are carried out might be appropriate where:

- (a) relationships have broken down;
- (b) gross misconduct is alleged;
- (c) there are reasonable concerns that evidence or witnesses could be interfered with; or
- (d) there are responsibilities to other parties.

5.4 Suspension is a neutral act and is not a disciplinary sanction. You will receive full pay and benefits during a period of suspension (unless you are otherwise absent from work due to sickness or other leave and have exhausted the pay entitlements associated with your absence).

5.5 During a period of suspension we may require you not:

- (a) to attend your place of work at any time (except with the prior agreement of your line manager);
- (b) to communicate in any way with any parents pupils or governors except:
 - (i) with the prior agreement of the person who suspended you or their nominee; or
 - (ii) where following the investigation you are called to a formal disciplinary

DISCIPLINARY POLICY

meeting, when you may then approach governors parents or pupils as potential witnesses but this must be done via the Investigating Manager to avoid any breach of the Data Protection Act or confidentiality; nor

- (c) to discuss the fact of your suspension or the fact of or nature of the allegations against you with any member of staff except:
 - (i) with the prior agreement of the person who suspended you or their nominee;
 - (ii) for communication with your union representative;
 - (iii) where you are called to an interview with the Investigating Manager or a disciplinary meeting when you may approach work colleagues for the purposes of identifying a willing work companion; or
 - (iv) where you are called to a formal disciplinary meeting you may approach work colleagues as potential witnesses in support of your case.

5.6 During a period of suspension we may suspend your access to your email account and to other IT and communication services and may take such steps as necessary to cover your lessons or other commitments.

6. FORMAL PROCESS

6.1 Step 1 - Investigation

- (a) The Investigating Manager will conduct an investigation into your alleged misconduct, with a view to obtaining evidence of innocence as well as guilt and to obtaining any evidence in mitigation.
- (b) The Investigating Manager may appoint any other person to assist in the investigation.
- (c) The investigation may include a face to face interview with you but this is

not mandatory. You may if you wish provide a written statement or response to the Investigating Manager.

- (d) You are required to co-operate fully with the Investigating Manager to ensure that the investigation can be completed as swiftly and as thoroughly as possible.
- (e) If pupils are to be interviewed as part of the investigation your union representative or a co-worker may attend to observe the interview to ensure impartiality. They may not ask questions. The Investigating Manager may invite the pupil's parents to attend. This provision does not require an observer at any meeting where a disciplinary allegation is initially made by a pupil.
- (f) The Investigating Manager will produce an Investigation Report setting out evidence gathered and either a recommendation that there is no case to answer or a recommendation that there be a disciplinary hearing to consider specific allegations, with a view to a formal disciplinary sanction being imposed (and whether dismissal may be an appropriate sanction at the end of the process).

- (g) You will be sent a copy of the Investigation Report.
- (h) The Investigation Report is a confidential document.
- (i) If the recommendation is that there is a case to answer you will be sent all supporting documentation and witness statements.

6.2 Step 2 – Disciplinary meeting

- (a) If the Investigation Report contains a recommendation that a formal

DISCIPLINARY POLICY

disciplinary sanction is imposed you shall be required to attend a formal disciplinary meeting with the Disciplinary Manager.

- (b) The disciplinary meeting shall take place at least 5 working days after the Investigation Report was sent to you.
- (c) The Investigation Report and all supporting paperwork may be shared in advance of the disciplinary meeting with any persons who have been identified as attending the meeting to give evidence in person.
- (d) The Disciplinary Manager shall consider all the evidence presented and you shall have an opportunity to present evidence in your defence (including calling relevant witnesses) and in mitigation.
- (e) The Disciplinary Manager may adjourn the disciplinary meeting to allow further investigations in the light of your evidence and will reconvene to give you an opportunity to comment on any further evidence produced by further investigations.
- (f) The Disciplinary Manager is not required to hear oral evidence from the Investigatory Manager's witnesses and may rely on written evidence.
- (g) If the Disciplinary Manager does decide to hear oral evidence from any witnesses called by the Investigation Manager, you will be given an opportunity to comment on it either by attending the meeting or by reviewing the notes of that oral evidence after the meeting (if you were not present at the disciplinary meeting).

6.3 Step 3 - Appeal

- (a) If the Disciplinary Manager decides to impose a formal disciplinary sanction you will have the right to appeal to the Appeal Manager provided that you do

so in writing to the Disciplinary Manager within 5 working days of the written notification of the Disciplinary Manager's decision being sent to you.

- (b) Your appeal must set out the grounds of appeal in detail. This will enable the Appeal Manager to determine if the appeal is to be by way of a rehearing of the case (which would be appropriate if factual matters are disputed) or by way of a review of the case (which would be appropriate if only the sanction is disputed).
- (c) The appeal meeting will normally take place within 20 working days of your notice of appeal being received by the Disciplinary Manager.
- (d) The Appeal Manager may not impose a more severe sanction than that imposed by the Disciplinary Manager.
- (e) The Appeal Manager may consider any new evidence produced by you not available to the Disciplinary Manager.
- (f) The Appeal Manager may only consider new evidence produced by the Investigating Manager if it touches upon your credibility in relation to evidence you have already given or if it rebuts any new evidence produced by you or any assertions made by you in your grounds of appeal.
- (g) If the Appeal Manager considers that any new evidence (from whatever source) would warrant a more severe sanction the Appeal Manager shall refer the matter to the original Disciplinary Manager for consideration and the Disciplinary Manager may impose a more severe sanction following a further disciplinary meeting at which you may be accompanied by a companion. If there was an appeal against such an increased sanction, it

DISCIPLINARY POLICY

would be heard (where possible) by a different Appeal Manager.

- (h) The Appeal Manager is not required to hear oral evidence from any witness called by the Investigation Manager and may rely on written evidence.
- (i) If the Appeal Manager does decide to hear oral evidence from any witness called by the Investigation Manager, you will be given an opportunity to comment on it either by attending the meeting or by reviewing the notes of that oral evidence after the meeting (if you were not present at the disciplinary meeting).

7. FORMAL SANCTIONS

The Disciplinary Manager may impose the following sanctions:

7.1 A First Written Warning

- (a) A First Written Warning will remain live for a period of 9 months from the date on which the Disciplinary Manager's written decision was sent to you.
- (b) For a first disciplinary offence (ignoring any informal action), a First Written Warning would be the normal response.

7.2 A Final Written Warning

- (a) A Final Written Warning will remain live for a period of 18 months from the date on which the Disciplinary Manager's written decision was sent to you.
- (b) A Final Written Warning would normally be given for a second disciplinary offence committed or discovered during the period of a live First Written Warning (even if that First Written Warning related to a different type of misconduct and even if at the time of the Final Written

Warning the 9 months period had lapsed).

- (c) A Final Written Warning could be given for serious misconduct regardless of previous disciplinary history if the conduct is sufficiently serious.

7.3 Dismissal on notice

- (a) Dismissal on contractual notice would be given for a disciplinary offence (other than an act of gross misconduct) committed or discovered during the period of a live Final Written Warning (even if the Final Written Warning related to a different type of misconduct and even if at the time of the dismissal the 18 months period had lapsed).
- (b) For the avoidance of doubt the notice of dismissal commences immediately and does not await the outcome of any appeal.
- (c) If your contract contains a payment in lieu of notice clause we may exercise that clause to bring your contract to an end with immediate effect.

7.4 Dismissal without notice or compensation

- (a) Dismissal without notice or compensation (also known as Summary Dismissal) would be the normal sanction if you have committed an act of gross misconduct (subject to mitigation).
- (b) For the avoidance of doubt the dismissal takes effect immediately and does not await the outcome of any appeal.
- (c) The following is a non-exhaustive list of matters which we consider may amount to gross misconduct:

DISCIPLINARY POLICY

- (i) serious breach of our Ethos;
 - (ii) conduct that is likely to bring us into disrepute;
 - (iii) conduct giving rise to any safeguarding or child protection issue;
 - (iv) a serious breach of any relevant code of conduct or professional standards;
 - (v) theft of any property;
 - (vi) malicious or wilful damage to any property;
 - (vii) falsifying any documents whether for personal gain or not;
 - (viii) ordering any goods or services on our behalf from a supplier in which you or a relative have a personal interest (whether financial or not) without declaring that interest and without our permission;
 - (ix) dishonesty;
 - (x) violence to any person;
 - (xi) unlawfully restraining a pupil;
 - (xii) abusive threatening or offensive language or behaviour to any person;
 - (xiii) unlawful discrimination or harassment;
 - (xiv) bullying;
 - (xv) deliberate refusal to carry out a lawful and safe instruction;
 - (xvi) absence from work without leave or reasonable explanation;
 - (xvii) disclosing the contents of any live examination paper or assessment in advance to any pupil or parent ;
 - (xviii) concealing any actual or attempted cheating or malpractice by any pupil or colleague;
 - (xix) attending work or undertaking duties whilst under the influence of alcohol or unlawful drugs;
 - (xx) bringing alcohol or unlawful drugs onto our premises (save where alcohol is brought onto site for authorised refreshments);
 - (xxi) misuse of our ICT (including internet and email access) to view or distribute obscene, pornographic, defamatory or otherwise unacceptable material;
 - (xxii) making an audio or video recording of a conversation or meeting without the prior express consent of all those participating;
 - (xxiii) supplying your personal contact details to a pupil without express authorisation from your Headteacher;
 - (xxiv) interacting with a pupil online out of school hours other than through the Managed Learning Environment;
 - (xxv) making any sexual or romantic contact with any pupil whatever the age of the pupil;
 - (xxvi) breaching the confidentiality or data protection obligations surrounding a pupil, parent or colleague;
 - (xxvii) serious breach of health and safety procedures;
 - (xxviii) serious negligence (whether or not leading to any actual loss);
 - (xxix) criminal activity during the course of employment;
 - (xxx) making a false malicious or vexatious allegation against us, a parent, pupil, colleague or governor;
 - (xxxi) making a public criticism of us or your colleagues, outside of our Public Interest Disclosure policy; or
 - (xxxii) any conduct incompatible with the precepts of or undermining the tenets of the Hindu religion.
- 7.5 Voluntary demotion as an alternative to higher formal sanction

DISCIPLINARY POLICY

- (a) There may be a situation where the Disciplinary Manager (after determining the facts at a disciplinary meeting) considers that a recent promotion or job change has been a contributory factor in your misconduct.
- (b) The Disciplinary Manager may offer you the option of taking a voluntary demotion as an alternative to a higher formal sanction.

8. PERMITTED COMPANION

You may bring a Permitted Companion to any disciplinary interview by the Investigation Manager or a meeting with the Disciplinary Manager or Appeal Manager.

9. GUIDANCE FOR MANAGERS ON THE CONDUCT OF DISCIPLINARY HEARINGS

The ACAS Guide to Discipline and Grievance at Work says:

"The Disciplinary Manager should:

- (a) *ensure that all the relevant facts are available, such as disciplinary records and any other relevant documents (for instance absence or sickness records) and, where appropriate, written statements from witnesses*
- (b) *check if there are any special circumstances to be taken into account. For example, are there personal or other outside issues affecting performance or conduct?*
- (c) *be careful when dealing with evidence from a person who wishes to remain anonymous. Take written statements, seek corroborative evidence and check that the person's motives are genuine*
- (d) *consider what explanations may be offered by the employee, and if possible check them out beforehand*
- (e) *allow the employee time to prepare his or her case. Copies of any relevant papers and witness statements should be made available to the employee in advance*
- (f) *arrange a time for the meeting, which should be held as privately as possible,*

in a suitable room, and where there will be no interruptions

- (g) *try and get a written statement from any witness from outside the organisation who is not prepared to or is unable to attend the meeting*
- (h) *allow the employee to call witnesses or submit witness statements*
- (i) *consider the provision of an interpreter or facilitator if there are understanding or language difficulties (perhaps a friend of the employee, or a co-employee). This person may need to attend in addition to the companion though ideally one person should carry out both roles*
- (j) *make provision for any reasonable adjustments to accommodate the needs of a person with disabilities*
- (k) *think about the structure of the meeting and make a list of points you will wish to cover*
- (l) *any rules the organisation has for dealing with failure to attend disciplinary meetings*

How should the disciplinary meeting be conducted?

Remember that the point of the meeting is to establish the facts, not catch people out.

The meetings may not proceed in neat, orderly stages but it is good practice to:

- *introduce those present to the employee and explain why they are there*
- *introduce and explain the role of the accompanying person if present*
- *explain that the purpose of the meeting is to consider whether disciplinary action should be taken in accordance with the organisation's disciplinary procedure*
- *explain how the meeting will be conducted.*

Statement of the complaint

State precisely what the complaint is and outline the case briefly by going through the evidence that has been gathered. Ensure that the employee and his or her representative or accompanying person are allowed to see any

DISCIPLINARY POLICY

statements made by witnesses and question them.

Employee's reply

Give the employee the opportunity to state their case and answer any allegations that have been made. They should be able to ask questions, present evidence and call witnesses. The accompanying person may also ask questions and should be able to confer privately with the employee. Listen carefully and be prepared to wait in silence for an answer as this can be a constructive way of encouraging the employee to be more forthcoming.

Establish whether the employee is prepared to accept that they may have done something wrong or are not performing to the required standard. Then agree the steps which should be taken to remedy the situation.

If it is not practical for witnesses to attend, consider proceeding if it is clear that their verbal evidence will not affect the substance of the complaint. Alternatively, consider an adjournment to allow questions to be put to a witness who cannot attend in person but who has submitted a witness statement.

General questioning and discussion

You should:

- use this stage to establish all the facts
- ask the employee if they have any explanation for the alleged misconduct or unsatisfactory performance, or if there are any special circumstances to be taken into account
- if it becomes clear during this stage that the employee has provided an adequate explanation or there is no real evidence to support the allegation, bring the proceedings to a close
- keep the approach formal and polite and encourage the employee to speak freely with a view to establishing the facts. A properly conducted disciplinary meeting should be a two-way process. Use questions to clarify the issues and to check that what has been said is understood. Ask open-ended questions, for example, 'what happened then?' to get the broad picture. Ask precise, closed questions requiring a yes/no answer only when specific information is

needed

- do not get involved in arguments and do not make personal or humiliating remarks. Avoid physical contact or gestures which could be misinterpreted or misconstrued as judgemental.

If new facts emerge, it may be necessary to adjourn the meeting to investigate them and reconvene the meeting when this has been done.

Summing up

Summarise the main points of the discussion after questioning is completed. This allows all parties to be reminded of the nature of the offence, the arguments and evidence put forward and to ensure nothing is missed. Ask the employee if they have anything further to say. This should help to demonstrate to the employee that they have been treated reasonably.

Adjournment before decision

Adjourn before a decision is taken about whether a disciplinary penalty is appropriate. This allows time for reflection and proper consideration. It also allows for any further checking of any matters raised, particularly if there is any dispute over facts".

10. ILL HEALTH

10.1 A disciplinary process can still be completed even if you are signed off as unfit to work. Fitness to work is not necessarily the same as fitness to participate in a disciplinary process. We will seek appropriate occupational health advice.

10.2 You may be sent written questions and given 7 calendar days to respond.

10.3 If you are unable to attend a disciplinary meeting the meeting may proceed provided you have had an opportunity to:

- (a) put a written statement to the hearing;
- (b) have a companion attend the hearing in your place; and

DISCIPLINARY POLICY

- (c) review the notes of oral evidence and to submit written questions upon it.

- 10.4 We shall have regard to the following extracts from the Health and Work Handbook issued by the Royal College of General Practitioners Faculty of Occupational Medicine and Society of Occupational Medicine:

“Disciplinary proceedings and management investigations

Occupational health and primary care teams may become involved in cases in which the employer is in dispute with the employee, and a disciplinary process is pending. This may result in dismissal of the employee, or a formal warning.

In these circumstances the doctor or nurse is sometimes asked to give an opinion as to whether the employee is fit to attend an investigation or disciplinary hearing. The employee may be suffering from stress related or depressive symptoms and may have requested sick certification. In these circumstances it is likely that the effects of an unresolved dispute on the employee’s mental health may be greater if the proceedings are postponed. An employee may be unfit for work but fit to engage with the management process. The doctor or nurse will have to assess whether attendance is likely to cause serious deterioration in the employee’s mental or physical health, for example if there is a significant risk of suicide.

Management investigations or disciplinary meetings do not have to be held in the workplace; they could be held away from work, at a ‘neutral’ location such as a hotel. This may be a helpful suggestion if the employee is anxious about going back into the workplace at this stage

The following questions may be used to determine fitness to attend a disciplinary meeting, or engage with the management process leading to such a meeting:

Does the employee have the ability to understand the allegations made against them?

Does the employee have the ability to distinguish right from wrong?

Is the employee able to instruct a friend or representative to represent their interests?

Does the employee have the ability to understand and follow the proceedings, if necessary with extra time and a written explanation?”

11. TRADE UNION OFFICERS

We note and adopt 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 [policy] 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.”

12. REFERRALS

12.1 Where a teacher is dismissed for serious misconduct (or may have been dismissed for serious misconduct if the teacher had not resigned), we must consider whether to refer the circumstances to the National College for Teaching and Leadership under section 141D of the Education Act 2002 which came into force on 1 April 2012.

12.2 The National College for Teaching and Leadership website link is: www.gov.uk/government/collections/teacher-misconduct

12.3 Where a person working for us (whether a teacher or not) is dismissed or would have been dismissed if they had not resigned because that person committed conduct:

DISCIPLINARY POLICY

- (a) which endangered a child or was likely to endanger a child;
- (b) which if repeated against or in relation to a child, would endanger that child or would be likely to endanger him;
- (c) involving sexual material relating to children (including possession of such material);
- (d) involving sexually explicit images depicting violence against human beings (including possession of such images); or
- (e) of a sexual nature involving a child.

we must refer that person to the Disclosure and Barring Service under section 35 of the Safeguarding Vulnerable Groups Act 2006.

- 12.4 The online guidance is here:
www.gov.uk/government/publications/dbs-referrals-form-and-guidance.

ETHOS HANDBOOK (EXTRACTS)

E. ETHOS HANDBOOK (EXTRACTS)

1.1 These extracts from our Ethos Handbook are especially relevant to you as an employee.

6) **Collective Worship**

- b) *Staff will participate in Collective Worship unless agreed otherwise by the Principal. Collective Worship will normally take place daily, either in a school hall, a shrine area and/or in the classroom.*

7) **Vegetarianism, Intoxication, Gambling and Sensuality**

- a) *A lacto-vegetarian diet (which means no meat/fish/eggs or their derivatives) is a core part of the Trust's belief, and in our Ethos Statement we stress the importance of compassion for other living beings and an awareness of our ecological impact on the world. According to the teachings of Krishna Chaitanya there are also faith-related requirements of no onion, garlic or mushrooms.*
- b) *Refraining from alcohol and gambling are principles from the teachings of Chaitanya and are described as 'principles of freedom', and are aimed at encouraging individuals to live free from potentially harmful habits. There are also of course clear safeguarding concerns around the mixing of alcohol and children. Smoking is not permitted anywhere within a school premises or perimeter (including cars in the car park areas).*
- c) *Where staff, individuals or representative bodies bring food/drink onto a school or other Trust premises, they should respect the dietary guidance above. The guidance around meat/fish/eggs must be strictly observed; whereas onion/garlic/mushroom should be avoided if possible and if unavoidable, included only where the food is for personal consumption.*
- d) *Where food is to be shared with other stakeholders, or with children, individuals should be aware of the risk of excluding colleagues/children if it does contain onion/garlic/mushrooms.*
- e) *This guidance also extends to school events, school trips, all lettings and external events officially organised by the school, staff or a representative body of AST (including PTA's). Where an event is hosted on-site the food must not contain onion, garlic or mushrooms. It should also be noted that the presence of alcohol or meat would unfairly exclude some families and staff of the school community.*
- f) *Another principle of the Trust is aimed at ensuring that our children and school communities are not exposed to inappropriate/overly sensualised images, musical lyrics, styles of dance etc. Representative Parties should be aware of this when in the classroom and in internal/external events.*
- g) *See Appendix II for further guidance regarding food items acceptable for AST premises and events.*

8) **Schools are sacred places**

- a) *Schools are sacred places, no less than places of worship. Event and class content, particularly where it is on-site and for entertainment purposes, should be fit for the spiritually sacred place that every school should be.*
- b) *Dress code for all should be modest and appropriate. This is also relevant to external events organised by the school or a representative body.*
- c) *Shoes are not to be worn in the specified shrine area and general atmosphere of respect should be maintained at all times. Areas in immediate proximity to the shrine can be used as a teaching space; if unsure about the nature of the activity to be conducted there, please ask.*

9) **Diversity and Inclusivity**

- a) *The Trust's faith perspective acknowledges the Divine in everyone's heart. Adults must create a fair, positive, emotionally safe and spiritual atmosphere where a service attitude encompasses care and consideration for everybody regardless of religion, status, race, age,*

ETHOS HANDBOOK (EXTRACTS)

gender, and all other protected characteristics. It is imperative to see everyone with equanimity and to respect all living beings.

- b) *The Trust's ethos is an inclusive one and as such, the activities of the representative persons and bodies need to be sensitive to the risk of inadvertently excluding children, parents, governors or staff.*
- c) *This guidance does not wish to infringe upon personal lifestyle choices. For example, Trust schools serve vegetarian lunches but do not insist upon vegetarianism at home.*

APPENDIX II – Further guidance on food items

Guidance regarding food items that are acceptable by the school. In essence it's quite simple, all you have to do each time you buy a product is make sure the product doesn't list egg and make sure that it explicitly indicates that it is vegetarian. As the school does not use mushrooms, garlic or onions please also check that these are not listed on the label. Please read the FAQs below to avoid the common misconceptions.

How can I tell if a product is suitable for vegetarians?

You can either call the manufacturer directly or look for wording on the product which indicates that it is vegetarian. Most common signs are the Vegetarian Society logo, manufacturers' own sign (usually a "V"), and wording that reads "suitable for vegetarians".

Note that manufactures are always changing their products' ingredients so check for vegetarian suitability each time you buy the item.

(Fortunately some cosmetics/soaps/showergels/creams/toothpastes etc available at supermarkets are also suitable for vegetarians and are labelled indicating this)

If a product made in the UK has a label indicating it is vegetarian, can I assume the same item if made in another country is also vegetarian?

NO! Different countries use different ingredients for the same branded product.

Why can't I just check the list of ingredients on the product as I know which E numbers etc are not vegetarian?

You can NOT tell if a product is vegetarian by only checking its ingredients because some ingredients, if they make up less than 2% of the final product, do not have to be listed. Eggs, if in the product, however do have to be mentioned on the label of pre-packed foods.

Surely there can't be anything non-vegetarian in fruit juices or cheese? Do I still need to look for a vegetarian sign on things like this even?

YES! Some juices contain fish extracts which are NOT mentioned on the label. Cheese also often contains animal rennet.

What about cross contamination?

Manufacturers, retailers and caterers are only allowed to label a product as vegetarian if they are able to demonstrate that foods presented as 'vegetarian' or 'vegan' have not been contaminated with non-vegetarian or non-vegan foods during storage, preparation, cooking or display.

1.2 You should refer to the full Ethos Handbook for further guidance.

FAMILY LEAVE POLICY

F. FAMILY LEAVE POLICY

1.1 This policy sets out the Trust policies on the following family leave issues:

- (A) Unpaid time off for Dependants
- (B) Adoption
- (C) Maternity
- (D) Paternity
- (E) Shared Parental Leave – Birth
- (F) Shared Parental Leave-Adoption
- (G) Unpaid Parental Leave

1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.

FAMILY LEAVE POLICY

UNPAID TIME OFF FOR DEPENDANTS

(A) UNPAID TIME OFF FOR DEPENDANTS

The law recognises and we respect that there may be occasions when you will need to take time off work to deal with unexpected events involving one of your dependants.

1. REASONABLE UNPAID TIME OFF

1.1 You have a right to take a reasonable amount of unpaid time off work when it is necessary to:

- (a) provide assistance when a dependant falls ill, gives birth, is injured or assaulted;
- (b) make longer-term care arrangements for a dependant who is ill or injured;
- (c) take action required in consequence of the death of a dependant;
- (d) deal with the unexpected disruption, termination or breakdown of arrangements for the care of a dependant (such as a child-minder falling ill); or
- (e) deal with an unexpected incident involving your child while a school or another educational establishment is responsible for them.

1.2 A **dependant** for the purposes of this section is:

- (a) your spouse, civil partner, parent or child;
- (b) a person who lives in the same household as you, but who is not your tenant, lodger, boarder or employee; or
- (c) anyone else who reasonably relies on you to provide assistance, make arrangements or take action of the kind referred to in paragraph 2.1.

1.3 This section applies to time off to take action which is necessary because of an immediate or unexpected crisis. This policy does not apply where you need to take planned time off or provide longer-term care for a dependant. If this is the case, you

should take advice from your Headteacher or our CEO.

1.4 Whether action is considered necessary will depend on the circumstances, including nature of the problem, the closeness of the relationship between you and the dependant, and whether anyone else is available to assist. Action is unlikely to be considered necessary if you knew of a problem in advance but did not try to make alternative care arrangements.

1.5 Reasonable time off in relation to a particular problem will not normally be more than one or two days. However, we will always consider each set of circumstances on its facts.

2. EXERCISING THE RIGHT TO UNPAID TIME OFF

2.1 You will only be entitled to time off under this policy if, as soon as is reasonably practicable, you tell your Headteacher or our CEO:

- (a) the reason for your absence; and
- (b) how long you expect to be away from work.

2.2 If you fail to notify us as set out above, you may be subject to action under our Disciplinary policy for taking unauthorised time off.

2.3 We may in some cases ask you to provide evidence for your reasons for taking the time off, either in advance or on your return to work. Suspected abuse will be dealt with as a under our Disciplinary policy.

2.4 If you wish to apply for payment for unpaid time off to deal with dependents you may apply under the Discretionary leave section of the Non-Sickness Absence Policy.

FAMILY LEAVE POLICY

ADOPTION

(B) ADOPTION

This section sets out the arrangements for adoption leave and pay for employees who are adopting a child through a UK adoption agency. If you are adopting through an overseas adoption agency we will advise you of the relevant requirements.

1. ENTITLEMENT TO ADOPTION LEAVE

1.1 You are entitled to adoption leave if you meet all the following conditions:

- (a) You are adopting a child through a UK or overseas adoption agency.
- (b) 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**).
- (c) You have notified the agency that you agree to the child being placed with you on the Expected Placement Date.
- (d) Your spouse or partner will not be taking adoption leave with their employer (although they may be entitled to take paternity leave).

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

2. NOTIFICATION REQUIREMENTS FOR ADOPTION LEAVE

2.1 Not more than seven 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 practicable), you must give us notice in writing of the Expected Placement Date, and your intended start date for adoption leave (**Intended Start Date**).

2.2 We will then write to you within 28 days to inform you of your expected return date assuming you take your full entitlement to adoption leave.

2.3 Once you receive the matching certificate issued by the adoption agency, you must provide us with a copy.

3. STARTING ADOPTION LEAVE

3.1 OAL may start on a predetermined date no more than 14 days before the Expected Placement Date, or on the date of placement itself, but no later.

3.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.

4. ADOPTION PAY

Statutory adoption pay (**SAP**) is payable for up to 39 weeks provided your average earnings are not less than the lower earnings limit set by the government each tax year. It is paid at a rate set by the government each year. For further information please speak to our finance team.

5. DURING ADOPTION LEAVE

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

5.2 For teachers your annual statutory leave entitlement of 28 days is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your adoption leave. This leave will be deemed to be taken in the remaining school closure periods before the end of the academic year.

5.3 For support staff annual leave entitlement will continue to accrue at the rate provided under your contract. If your adoption leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken in school closure period before

FAMILY LEAVE POLICY ADOPTION

starting your leave can be carried over and must be taken in a school closure period or where that is not possible, immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your leave. All holiday dates are subject to approval by your manager.

- 5.4 If you are a member of the TPS or LGPS, we shall make employer pension contributions during OAL and any period of paid AAL, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any adoption pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

6. KEEPING IN TOUCH DURING ADOPTION LEAVE

- 6.1 We may make reasonable contact with you from time to time during your adoption leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 6.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your adoption leave. This is not compulsory and must be discussed and agreed with your Headteacher or our CEO.
- 6.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any adoption pay entitlement.

7. RETURNING TO WORK AFTER ADOPTION LEAVE

- 7.1 You must return to work on the expected return date unless you tell us otherwise. If you wish to return to work early, you must give us at least eight weeks' notice of the date. It is helpful if you give this notice in writing. You may be able to return later than

the expected return date if you request annual leave or parental leave, which will be at our discretion.

- 7.2 You are normally entitled to return to work in the position you held before starting adoption leave, on the same terms of employment. However, if you have taken AAL and it is not reasonably practicable for us to allow you to return to the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.
- 7.3 If you want to change your hours or other working arrangements on return from adoption leave you should make a request under our Flexible Working policy. It is helpful if such requests are made as early as possible.
- 7.4 If you decide you do not want to return to work you should give notice of resignation in accordance with your contract.

FAMILY LEAVE POLICY

MATERNITY LEAVE

(C) MATERNITY LEAVE

This section outlines the statutory rights and responsibilities of employees who are pregnant or have recently given birth, and sets out the arrangements for antenatal care, pregnancy-related sickness, health and safety, and maternity leave.

1. TIME OFF FOR ANTENATAL CARE

If you are pregnant you may take paid time off during working hours for antenatal care. You should try to give us as much notice as possible of the appointment. Unless it is your first appointment, we may ask to see a certificate confirming your pregnancy and an appointment card. Fathers and partners have a right to take unpaid time off for up to two ante-natal appointments and we may ask employees for a written declaration of entitlement.

2. ENTITLEMENT

All employees are entitled to up to 52 weeks' maternity leave, consisting of 26 weeks' ordinary maternity leave (**OML**) and 26 weeks' additional maternity leave (**AML**).

3. NOTIFICATION OF MATERNITY

- 3.1 Please inform us as soon as possible that you are pregnant. This is important as there may be health and safety considerations.
- 3.2 Before the end of the fifteenth week before the week that you expect to give birth (**Qualifying Week**), or as soon as reasonably practical afterwards, you must tell us:
 - (a) the week in which your doctor or midwife expects you to give birth (**Expected Week of Childbirth**); and
 - (b) the date on which you would like to start your maternity leave (**Intended Start Date**).
- 3.3 We will write to you within 28 days to tell you the date we will expect you to return to work if you take your full maternity leave entitlement (**Expected Return Date**).
- 3.4 Once you receive a certificate from a doctor or midwife confirming your Expected Week of Childbirth

(MATB1), you must provide us with a copy.

4. STARTING MATERNITY LEAVE

- 4.1 The earliest you can start maternity leave is 11 weeks before the Expected Week of Childbirth (unless your child is born prematurely before that date).
- 4.2 If you want to change your Intended Start Date please tell us in writing. You should give us as much notice as you can, but wherever possible you must tell us at least 28 days before the original Intended Start Date (or the new start date if you are bringing the date forward). We will then write to you within 28 days to tell you your new expected return date.
- 4.3 Your maternity leave should normally start on the Intended Start Date. However, it may start earlier if you give birth before your Intended Start Date, or if you are absent for a pregnancy-related reason in the last four weeks before your Expected Week of Childbirth. In either of those cases, maternity leave will start on the following day.
- 4.4 Shortly before your maternity leave is due to start we will discuss with you the arrangements for covering your work and the opportunities for you to remain in contact, should you wish to do so, during your leave. Unless you request otherwise, you will remain on circulation lists for internal news, job vacancies, training and work-related social events.
- 4.5 The law says that we cannot allow you to work during the two weeks following childbirth.

5. MATERNITY PAY

- 5.1 Statutory maternity pay (**SMP**) is payable for up to 39 weeks provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. The first

FAMILY LEAVE POLICY

MATERNITY LEAVE

six weeks SMP are paid at 90% of your average earnings and the remaining 33 weeks are at a rate set by the government each year.

- 5.2 Your contractual maternity pay arrangements are set out in your contract and will be different depending on whether you are a teacher or member of support staff. In either event you should note that there are provisions in the contractual arrangements to claw-back some or all maternity pay paid above the statutory entitlement if you do not return to work for a specific period.

6. DURING MATERNITY LEAVE

- 6.1 With the exception of terms relating to pay, your terms and conditions of employment remain in force during OML and AML.
- 6.2 For teachers your annual statutory leave entitlement of 28 days is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your maternity leave. This leave will be deemed to be taken in the remaining school closure periods before the end of the academic year.
- 6.3 For support staff annual leave entitlement will continue to accrue at the rate provided under your contract. If your maternity leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken in school closure period before starting your maternity leave can be carried over and must be taken in a school closure period or where that is not possible, immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your maternity leave. All holiday dates are subject to approval by your manager.
- 6.4 If you are a member of the TPS or LGPS, we shall make employer pension contributions during OML and any period of paid AML, based on your normal salary, in accordance with

the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any maternity pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

7. KEEPING IN TOUCH DURING MATERNITY LEAVE

- 7.1 We may make reasonable contact with you from time to time during your maternity leave although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 7.2 You may work (including attending training) on up to ten "keeping-in-touch" days during your maternity leave. This is not compulsory and must be discussed and agreed with your Headteacher or our CEO.
- 7.3 You will be paid at your normal basic rate of pay for time spent working on a keeping-in-touch day and this will be inclusive of any maternity pay entitlement.

8. RETURNING TO WORK AFTER MATERNITY LEAVE

- 8.1 You must return to work on the Expected Return Date unless you tell us otherwise. If you wish to return to work earlier than the Expected Return Date, you must give us eight weeks' prior notice of the date. It is helpful if you give this notice in writing. You may be able to return later than the Expected Return Date if you request annual leave or parental leave, which will be at our discretion.
- 8.2 You are normally entitled to return to work in the position you held before starting maternity leave, and on the same terms of employment. However, if you have taken AML and it is not reasonably practicable for us to allow you to return into the same position, we may give you another suitable and appropriate job on terms and conditions that are not less favourable.

FAMILY LEAVE POLICY

MATERNITY LEAVE

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

9. DIFFICULT PREGNANCY

Miscarriage

- 9.1 A miscarriage is where a baby is born dead before the end of the 24th week of pregnancy.
- 9.2 An employee who suffers a miscarriage does not have the right to OML, AML or SMP or contractual maternity pay.
- 9.3 Sick leave that is related to the pregnancy or miscarriage will be recorded separately from any other type of sick leave so that it is not used to the detriment of the employee.

Stillbirth

- 9.4 Stillbirth is where a baby is born dead during or after the 25th week of pregnancy.
- 9.5 Any employee whose baby is stillborn is entitled to OML and AML.
- 9.6 An employee whose baby is stillborn will also be entitled to SMP provided she satisfies the relevant eligibility criteria. If the baby is stillborn before the end of the qualifying week, the period over which the employee's earnings are averaged for SMP calculation purposes will be the eight weeks up to the last payday before the week in which the baby was stillborn.
- 9.7 If an employee's baby is stillborn while she is on maternity leave and receiving SMP, no action needs to be taken as her entitlements continue as before the stillbirth.

- 9.8 If the baby is stillborn before the employee has started her maternity leave or SMP, special notification rules apply. The employee must notify us as soon as practicable after the birth that she has given birth and the date of the stillbirth. The notice must be in writing if requested. To claim SMP, the employee must also provide us with medical evidence of the Expected Week of Childbirth (usually in the form of the MAT B1 certificate) and evidence of the date the baby was stillborn.

- 9.9 If the employee has already given notice for her SMP to start but it is to start early because of the stillbirth, she must also let us know (in writing if you request it) the date her absence began.
- 9.10 Notice for SMP must be given within 21 days of the stillbirth or as soon as reasonably practicable. The SMP period will start on the day following the date of the stillbirth.
- 9.11 Maternity leave will start on the day after the date of stillbirth.
- 9.12 On returning to work after maternity leave, the employee is entitled to the health and safety protection which applies to all women.
- 9.13 Statutory Paternity Leave and Statutory Paternity Pay is available where a baby is stillborn.

The death of a baby

- 9.14 If an employee's baby is born alive but dies soon afterwards, that will be classed as a live birth. Provided the employee satisfies the relevant eligibility criteria, she will be entitled to OML, AML and SMP.

Premature Birth

- 9.15 An employee whose baby is born prematurely is entitled to statutory maternity leave and SMP in the same way as any other employee.

FAMILY LEAVE POLICY

MATERNITY LEAVE

- 9.16 If an employee's baby is born while she is on maternity leave and receiving SMP, no action needs to be taken as her entitlements continue as before the birth.
- 9.17 If the baby is born before the employee has started her maternity leave or SMP, special notification rules apply. The employee must notify us as soon as practicable after the birth that she has given birth and the date of the birth. The notice must be in writing if requested. To claim SMP, the employee must also provide her employer with medical evidence of the Expected Week of Childbirth (usually in the form of the MAT B1 certificate) and evidence of the date the baby was actually born.
- 9.18 If the employee has already given notice for her SMP to start but it is to start early because of the premature birth, she must also let you know (in writing if you request it) the date her absence began.
- 9.19 Notice for SMP must be given within 21 days of the birth or as soon as reasonably practicable thereafter. The SMP period will start on the day following the date of the birth.
- 9.20 Maternity leave will start on the day after the date of birth, even if this is before the 11th week before the Expected Week of Childbirth.

Contractual Maternity Pay

- 9.21 If the employee in any of the situations set out in this Paragraph 9 is entitled to SMP it is our policy to also pay her the appropriate contractual maternity pay.

10. ENSURING HEALTH AND SAFETY OF NEW AND EXPECTANT MOTHERS

- 10.1 Generic precautions taken to protect the health and safety of employees as a whole will, in many cases, also protect new and expectant mothers. However, there are occasions when,

due to their condition, different and/or additional measures will be necessary. This policy aims to reduce any identified risks to new and expectant mothers and provide guidance on specific control measures required to protect them. This policy also acknowledges relevant legislative provisions and confirms the school's commitment to compliance.

- 10.2 The Management of Health and Safety at Work Regulations 1999 contain measures that require employers to protect the H&S at work of pregnant workers and workers who have given birth (to a living child or, after 24 weeks of pregnancy, a stillborn child) within the previous 6 months or are breastfeeding.

- 10.3 In this section 10: **Line Manager** means all staff who have authority and responsibility for directing and supervising people working for them, be they permanent, temporary or contractually employed and **New and Expectant Mothers** means pregnant workers and workers who have given birth (to a living child or, after 24 weeks of pregnancy, a stillborn child) within the previous 6 months or are breast feeding and have carried out the duties of a new and expectant mother detailed below.

- 10.4 Line Managers must ensure that significant risks faced by 'new and expectant mothers' are assessed and adequately controlled and that this process is documented. To achieve this line managers are to:

- Encourage women to inform them of their condition at the earliest possible opportunity and that the highest level of confidentiality will be maintained at all times.
- Conduct risk assessments for all work activities undertaken by new and expectant mothers and maintain associated records and documentation.

FAMILY LEAVE POLICY

MATERNITY LEAVE

- Implement necessary control measures identified by the risk assessment. Ensure these controls are followed, monitored, reviewed and if necessary, revised.
 - Inform new and expectant mothers of any risks to them and/or their child and the controls measures that are in place to protect them.
 - Ensure any adverse incidents are immediately reported and investigated.
 - Provide appropriate training, etc where suitable alternative work is offered and accepted.
 - Ensure provision is made to support new and expectant mothers who need to take time off work for medical reasons associated with their condition.
- 10.5 New and expectant mothers must tell their line manager in writing as soon as they are aware of their condition and also provide their line manager with a medical certificate confirming the above within a reasonable length of time if requested to do so. They must also:
- Inform their general practitioner or midwife of the nature of their work
 - Follow any safety arrangements implemented for their protection, including attending training sessions, complying with control measures, etc.
 - Not act in a manner that adversely affects their own health and safety, that of their child and/or anyone else.
 - Report any perceived or real shortcomings in protection to their employer.
- 10.6 The Trust and each School will ensure that work activities exposing new and expectant mothers to unacceptable risks are eliminated, so far as is reasonably practicable. Measures to achieve this include preventing exposure to such risks by ensuring:
- Relevant legal standards (dependent on the risk involved) are met
 - Official guidance and good practice is followed
 - Adjusting working conditions and/or hours
 - If necessary, removing new and expectant mothers from hazardous activities, i.e. providing suitable alternative work or ultimately suspension with pay.
- 10.7 Where hazardous activities cannot be eliminated, risk assessments carried out by a competent person, together with the new and expectant mother, will be undertaken to identify residual risks and to reduce them to the lowest level reasonably practicable. The assessments will take into account the actual risks associated with the work activities and whether these risks are increased, due to any particular problems experienced by a new or expectant mother during her pregnancy or postnatal period. Specifically, the assessment will consider risks associated with exposure to:
- physical agents,
 - biological agents
 - chemical agents.
 - working and welfare conditions.
- 10.8 Risk assessments relating to new and expectant mothers will be reviewed, and if necessary revised, regularly.
- 10.9 Suitable information, instruction and training will be provided to new and expectant mothers to ensure their health and safety. Training needs will be identified and reviewed by a competent person and support given to allow new and expectant mothers to attend any required training sessions. The effectiveness of any training provided will be monitored and training regularly reviewed.

FAMILY LEAVE POLICY MATERNITY LEAVE

- 10.10 As early as possible within the pregnancy, the new or expectant mother should be issued with the HSE guidance booklet, INDG series **IND(G) 373 – Guide for New and Expectant Mothers Who Work.**
- 10.11 Managers should acquaint themselves with HSG series HSG 122 - New and Expectant Mothers at Work: Guide for Employers.
- 10.12 Training should also include ensuring that those people responsible for carrying out risk assessments are competent to do so.

FAMILY LEAVE POLICY

PATERNITY

(D) PATERNITY

This section outlines when an employee may be entitled to paternity leave and paternity pay, and sets out the arrangements for taking it.

1. ENTITLEMENT TO PATERNITY LEAVE

Paternity leave is available on the birth of a child if you have been continuously employed by us for at least 26 weeks ending with the 15th week before the Expected Week of Childbirth and either:

- (a) You are the biological father and will have some responsibility for the child's upbringing; or
- (b) You are the spouse, civil partner or cohabiting partner of the biological mother and will have the main responsibility (with the mother) for the child's upbringing.

1.2 Paternity leave is where a child is placed with you for adoption by an adoption agency, if you have been continuously employed by us for at least 26 weeks ending with the week in which the agency notifies you that you have been matched with a child. In such cases you may be entitled to take adoption leave instead (see our Adoption policy). However, adoption leave may only be taken by one adoptive parent. Paternity leave is available to the other adoptive parent (of either sex).

1.3 Fathers and partners have a right to take unpaid time off for up to two ante-natal appointments and we may ask employees for a written declaration of entitlement.

2. ORDINARY PATERNITY LEAVE (OPL)

Ordinary paternity leave (OPL) is a period of one or two weeks' consecutive leave taken when a child is born or placed with you for adoption. You can start your leave on the date of birth or placement, or later, provided it is taken within eight weeks (56 days) of the birth or placement. (If the baby is premature the period ends

eight weeks after the start of the Expected Week of Childbirth.)

2.2 To take OPL you must give us written notice by the end of the 15th week before the Expected Week of Childbirth (or no more than seven days after the adoption agency notified of being matched with a child), or as soon as you reasonably can, stating:

- (a) The Expected Week of Childbirth;
- (b) Whether you intend to take one week or two weeks' leave; and
- (c) When you would like your leave to start.

2.3 You can change the intended start date by giving us 28 days' notice or, if this is not possible, as much notice as you can.

3. PATERNITY PAY

3.1 Ordinary statutory paternity pay (OSPP) is payable during OPL provided you have at least 26 weeks' continuous employment ending with the Qualifying Week (the 15th week before the Expected Week of Childbirth or the week in which the adoption agency notified you of a match) and your average earnings are not less than the lower earnings limit set by the government each tax year.

4. DURING PATERNITY LEAVE

4.1 All the terms and conditions of your employment remain in force during OPL, except for the terms relating to pay.

4.2 For teachers your annual statutory leave entitlement of 28 days is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your OPL.

4.3 If you are a member of the TPS or LGPS, we shall make employer pension contributions during OPL, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you

FAMILY LEAVE POLICY PATERNITY

make will be based on the amount of any paternity pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

FAMILY LEAVE POLICY

SHARED PARENTAL LEAVE - BIRTH

(E) SHARED PARENTAL LEAVE – BIRTH

1. About this policy

This policy outlines the arrangements for shared parental leave and pay in relation to the birth of a child. If you are adopting a child please see the Shared Parental Leave (Adoption) section instead.

2. Frequently used terms

The definitions in this paragraph apply in this section:

Expected week of childbirth (EWC): the week, beginning on a Sunday, in which the doctor or midwife expects your child to be born.

Parent: One of two people who will share the main responsibility for the child's upbringing (and who may be either the mother, the father, or the mother's partner if not the father).

Partner: your spouse, civil partner or someone living with you in an enduring family relationship, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the fifteenth week before the EWC.

3. What is shared parental leave?

3.1 Shared parental leave (**SPL**) is a form of leave that may be available if your child is expected to be born on or after 5 April 2015.

3.2 It gives you and your partner more flexibility in how to share the care of your child in the first year after birth than simply taking maternity and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time or at different times. You may be able to take leave in more than one block.

4. Entitlement to SPL

4.1 You are entitled to SPL in relation to the birth of a child if:

- (a) 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;
- (b) you are the child's father and share the main responsibility for the care of the child with the child's mother; or
- (c) you are the mother's partner and share the main responsibility for the care of the child with the mother (where the child's father does not share the main responsibility with the mother).

4.2 The following conditions must also be fulfilled:

- (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
- (b) 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
- (c) you and the other parent must give the necessary statutory notices and declarations as summarised below, including notice to end any maternity leave, statutory maternity pay (SMP) or maternity allowance (MA) periods.

4.3 The total amount of SPL available is 52 weeks, less the weeks spent by the child's mother on maternity leave (or the weeks in which the mother has been in receipt of SMP or MA if she is not entitled to maternity leave).

4.4 If you are the mother you cannot start SPL until after the compulsory

FAMILY LEAVE POLICY

SHARED PARENTAL LEAVE - BIRTH

maternity leave period, which lasts until two weeks after birth.

- 4.5 If you are the child's father or the mother's partner, you should consider using your two weeks' paternity leave before taking SPL. Once you start SPL you will lose any untaken paternity leave entitlement. SPL entitlement is additional to your paternity leave entitlement.

5. Opting in to shared parental leave and pay

Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice giving:

- (a) your name and the name of the other parent;
- (b) if you are the child's mother, the start and end dates of your maternity leave;
- (c) 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;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' maternity leave, SMP or MA period taken or to be taken;
- (e) how many weeks of the available SPL will be allocated to you and how many to the other parent (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) 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);
- (g) how many weeks of available ShPP will be allocated to you and how much to the other parent. (You can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 and paragraph 10 for information on taking leave). This indication will not be binding at this stage, but please give as much information as you can about your future intentions; and
- (i) declarations by you and the other parent that you both meet the statutory conditions to enable you to take SPL and ShPP.

6. Ending your maternity leave

- 6.1 If you are the child's mother and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your maternity leave (a **curtailment notice**) before you can take SPL. The notice must state the date your maternity leave will end. You can give the notice before or after you give birth, but you cannot end your maternity leave until at least two weeks after birth.
- 6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that the other parent has given their employer an opt-in notice and that you have given the necessary declarations in that notice.
- 6.3 The other parent may be eligible to take SPL from their employer before your maternity leave ends, provided you have given the curtailment notice.
- 6.4 The curtailment notice is binding and cannot usually be revoked. You can

FAMILY LEAVE POLICY

SHARED PARENTAL LEAVE - BIRTH

only revoke a curtailment notice if maternity leave has not yet ended and one of the following applies:

- (a) 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;
- (b) if you gave the curtailment notice before giving birth, you can revoke it in writing up to six weeks after birth; or
- (c) if the other parent has died.

6.5 Once you have revoked a curtailment notice you will be unable to opt back into the SPL scheme, unless paragraph 6.4(b) applies.

7. Ending your partner's maternity leave or pay

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:

- (a) returned to work;
- (b) given her employer a curtailment notice to end her maternity leave;
- (c) given her employer a curtailment notice to end her SMP (if she is entitled to SMP but not maternity leave); or
- (d) given the benefits office a curtailment notice to end her MA (if she is not entitled to maternity leave or SMP).

8. Evidence of entitlement

You must also provide on request:

- (a) 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

- (b) The name and address of the other parent's employer (or a declaration that they have no employer).

9. Booking your SPL dates

9.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.

9.2 The period of leave notice can either give the dates you want to take leave or, if the child has not been born yet, it can state the number of days after birth that you want the leave to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of birth and wish to take SPL straight afterwards.

9.3 Leave must be taken in blocks of at least one week.

9.4 If your period of leave notice gives a single continuous block of SPL you will be entitled to take the leave set out in the notice.

9.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in paragraph 10, below.

9.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11)

10. Procedure for requesting split periods of SPL

10.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter

FAMILY LEAVE POLICY

SHARED PARENTAL LEAVE - BIRTH

periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.

10.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:

- (a) choose a new start date (which must be at least eight weeks after the date you submitted the notice requesting split periods of leave), and tell us within five days of the end of the two-week discussion period; or
- (b) withdraw the notice and tell us within two days of the end of the two-week discussion period (in which case it will not be counted as a period of leave notice, and you may submit a new one if you choose).

11. Changing the dates or cancelling your SPL

11.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

11.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the

original start date or the new start date, whichever is earlier.

11.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.

11.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required.

11.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.2.

11.6 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- (a) it is a result of your child being born earlier or later than the EWC;
- (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph 10.2.
- (c) it is at our request; or
- (d) we agree otherwise.

12. Premature birth

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:

FAMILY LEAVE POLICY

SHARED PARENTAL LEAVE - BIRTH

- (a) If you have given a period of leave notice to start SPL on a set date in the eight weeks following the EWC, but your child is born early, you can move the SPL start date forward by the same number of days, provided you notify us in writing of the change as soon as you can. (If your period of leave notice already contained a start date which was a set number of days after birth, rather than a set date, then no notice of change is necessary.)
- (b) If your child is born more than eight weeks early and you want to take SPL in the eight weeks following birth, please submit your opt-in notice and your period of leave notice as soon as you can.

13. Shared parental pay

- 13.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SMP or MA claimed by you or your partner) if you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid by employers at a rate set by the government each year.
- 13.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

14. Other terms during shared parental leave

- 14.1 Your terms and conditions of employment remain in force during SPL, except for the terms relating to pay.
- 14.2 For teachers your annual statutory leave entitlement of 28 days is taken during the school closure periods.

This will also apply to any annual leave you accrue but cannot take during your shared parental leave. This leave will be deemed to be taken in the remaining school closure periods before the end of the academic year.

- 14.3 For support staff annual leave entitlement will continue to accrue at the rate provided under your contract. If your shared parental leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken in school closure period before starting your leave can be carried over and must be taken in a school closure period or where that is not possible, immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your leave. All holiday dates are subject to approval by your manager.

- 14.4 If you are a member of the TPS or LGPS, we shall make employer pension contributions during paid shared parental leave, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any Shared Parental Pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

15. Keeping in touch

- 15.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.
- 15.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken

FAMILY LEAVE POLICY

SHARED PARENTAL LEAVE - BIRTH

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

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

16. Returning to work

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

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

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

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

(b) if you took SPL consecutively with more than four weeks of ordinary parental leave.

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

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

FAMILY LEAVE POLICY

SHARED PARENTAL LEAVE - Adoption

(F) SHARED PARENTAL LEAVE - Adoption

or at different times. You may be able to take leave in more than one block.

1. About this policy

- 1.1 This policy outlines the arrangements for shared parental leave and pay in relation to the adoption of a child. If you or your partner are pregnant or have given birth please see the Shared Parental Leave (Birth) Policy instead.
- 1.2 This policy applies to employees. It does not apply to agency workers or self-employed contractors.
- 1.3 This policy does not form part of any employee's contract of employment and we may amend it at any time.

4. Entitlement

- 4.1 You may be entitled to SPL if an adoption agency has placed a child with you and/or your partner for adoption, or where a child is placed with you and/or your partner as foster parents under a "fostering for adoption" or "concurrent planning" scheme. You must intend to share the main responsibility for the care of the child with your partner.
- 4.2 The following conditions must be fulfilled:
 - (a) you must have at least 26 weeks continuous employment with us by the end of the Qualifying Week, and still be employed by us in the week before the leave is to be taken;
 - (b) your partner must have worked (in an employed or self-employed capacity) in at least 26 of the 66 weeks before the Qualifying Week and had average weekly earnings of at least £30 during 13 of those weeks; and
 - (c) you and your partner must give the necessary statutory notices and declarations as summarised below, including notice to end adoption leave or statutory adoption pay (**SAP**).
- 4.3 Either you or your partner must qualify for statutory adoption leave and/or SAP and must take at least two weeks of adoption leave and/or pay.
- 4.4 If your partner is taking adoption leave and/or claiming SAP, you may be entitled to two weeks' paternity leave and pay (see our Paternity Leave Policy). You should consider using this before taking SPL. Paternity leave is additional to any SPL entitlement you may have, but you will lose any untaken paternity leave entitlement once you start a period of SPL.

2. Frequently used terms

The definitions in this paragraph apply in this policy.

Partner: your spouse, civil partner or someone living with you in an enduring family relationship at the time the child is placed for adoption, but not your sibling, child, parent, grandparent, grandchild, aunt, uncle, niece or nephew.

Qualifying Week: the week the adoption agency notifies you that you have been matched with a child for adoption.

3. What is shared parental leave?

- 3.1 Shared parental leave (**SPL**) is a form of leave that may be available where a child is placed with you and/or your partner for adoption on or after 5 April 2015.
- 3.2 It gives you and your partner more flexibility in how to share the care in the first year after your child is placed with you for adoption than simply taking adoption and paternity leave. Assuming you are both eligible, you will be able to choose how to split the available leave between you, and can decide to be off work at the same time

FAMILY LEAVE POLICY

SHARED PARENTAL LEAVE - Adoption

4.5 The total amount of SPL available is 52 weeks, less the weeks of adoption leave taken by either you or partner (or the weeks in which your partner has been in receipt of SAP if they were not entitled to adoption leave).

5. **Opting in to shared parental leave and pay**

Not less than eight weeks before the date you intend your SPL to start, you must give us a written opt-in notice which includes:

- (a) your name and your partner's name;
- (b) if you are taking adoption leave, your adoption leave start and end dates;
- (c) if you are not taking adoption leave, your partner's adoption leave start and end dates, or if your partner is not entitled to adoption leave, the start and end dates of their SAP;
- (d) the total SPL available, which is 52 weeks minus the number of weeks' adoption leave or SAP taken or to be taken by you or your partner;
- (e) how many weeks of the available SPL will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (f) if you are claiming statutory shared parental pay (ShPP), the total ShPP available, which is 39 weeks minus the number of weeks of SAP taken or to be taken);
- (g) how many weeks of the available ShPP will be allocated to you and how many to your partner (you can change the allocation by giving us a further written notice, and you do not have to use your full allocation);
- (h) an indication of the pattern of leave you are thinking of taking, including suggested start and end dates for each period of leave (see paragraph 9 for information on taking leave). This indication will not be binding at this

stage, but please give as much information as you can about your future intentions; and

- (i) declarations by you and your partner that you both meet the statutory conditions to enable you to take SPL and ShPP.

6. **Ending your adoption leave**

6.1 If you are taking or intend to take adoption leave and want to opt into the SPL scheme, you must give us at least eight weeks' written notice to end your adoption leave (a curtailment notice). The notice must state the date your adoption leave will end. You can give the notice before or after adoption leave starts, but you must take at least two weeks' adoption leave.

6.2 You must also give us, at the same time as the curtailment notice, a notice to opt into the SPL scheme (see paragraph 5) or a written declaration that your partner has given their employer an opt-in notice and that you have given the necessary declarations in that notice.

6.3 If your partner is eligible to take SPL from their employer they cannot start it until you have given us your curtailment notice.

6.4 The curtailment notice is binding on you and cannot usually be revoked. You can only revoke a curtailment notice if your adoption leave has not yet ended and one of the following applies:

- (a) 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;
- (b) if your partner has died.

(b) if your partner has died.

6.5 Once you have revoked a curtailment notice you will be unable to opt back in to the SPL scheme.

FAMILY LEAVE POLICY
SHARED PARENTAL LEAVE - Adoption

7. Ending your partner's adoption leave or pay

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:

- (a) returned to work;
- (b) given their employer a curtailment notice to end adoption leave; or
- (c) given their employer a curtailment notice to end SAP (if they are entitled to SAP but not adoption leave).

8. Evidence of entitlement

You must provide on request:

- (a) One or more documents from the adoption agency showing the agency's name and address and the expected placement date; and
- (b) The name and address of your partner's employer (or a declaration that they have no employer).

9. Booking your SPL dates

- 9.1 Having opted into the SPL system, you must book your leave by giving us a period of leave notice. This may be given at the same time as the opt-in notice or later, provided it is at least eight weeks before the start of SPL.
- 9.2 The period of leave notice can either give the dates you want to take SPL or, if the child has not been placed with you yet, it can state the number of days after the placement that you want the SPL to start and end. This may be particularly useful if you intend to take paternity leave starting on the date of placement and wish to take SPL straight afterwards.
- 9.3 Leave must be taken in blocks of at least one week.
- 9.4 If your period of leave notice gives dates for a single continuous block of

SPL you will be entitled to take the leave set out in the notice.

- 9.5 If your period of leave notice requests split periods of SPL, with periods of work in between, we will consider your request as set out in, below.
- 9.6 You can give up to three period of leave notices. This may enable you to take up to three separate blocks of SPL (although if you give a notice to vary or cancel a period of leave this will in most cases count as a further period of leave notice; see paragraph 11).

10. Procedure for requesting split periods of SPL

- 10.1 In general, a period of leave notice should set out a single continuous block of leave. We may be willing to consider a period of leave notice where the SPL is split into shorter periods with periods of work in between. It is best to discuss this with your manager and HR in good time before formally submitting your period of leave notice. This will give us more time to consider the request and hopefully agree a pattern of leave with you from the start.
- 10.2 If you want to request split periods of SPL, you must set out the requested pattern of leave in your period of leave notice. We will either agree to the request or start a two-week discussion period. At the end of that period, we will confirm any agreed arrangements in writing. If we have not reached agreement, you will be entitled to take the full amount of requested SPL as one continuous block, starting on the start date given in your notice (for example, if you requested three separate periods of four weeks each, they will be combined into one 12-week period of leave). Alternatively, you may:
 - (a) choose a new start date (which must be at least eight weeks after your

FAMILY LEAVE POLICY

SHARED PARENTAL LEAVE - Adoption

original period of leave notice was given), and tell us within five days of the end of the two-week discussion period; or

- (b) withdraw your period of leave notice within two days of the end of the two-week discussion period (in which case it will not be counted and you may submit a new one if you choose).

11. Changing the dates or cancelling your SPL

11.1 You can cancel a period of leave by notifying us in writing at least eight weeks before the start date in the period of leave notice.

11.2 You can change the start date for a period of leave by notifying us in writing at least eight weeks before the original start date or the new start date, whichever is earlier.

11.3 You can change the end date for a period of leave by notifying us in writing at least eight weeks before the original end date or the new end date, whichever is earlier.

11.4 You can combine discontinuous periods of leave into a single continuous period of leave. Since this will involve a change to the start date or end date of a period of leave, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required.

11.5 You can request that a continuous period of leave be split into two or more discontinuous periods of leave, with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.

11.6 You can request that a continuous period of leave be split into two or more discontinuous periods of leave,

with periods of work in between. Since this will involve a change to the start date or end date, see paragraph 11.2 and paragraph 11.3 above which set out how much notice is required for the request. We do not have to grant your request but will consider it as set out in paragraph 10.

11.7 A notice to change or cancel a period of leave will count as one of your three period of leave notices, unless:

- (a) the variation is a result of the child being placed with you earlier or later than the expected placement date;

- (b) you are cancelling a request for discontinuous leave within two days of the end of the two-week discussion period under paragraph 10.2.

- (c) the variation is at our request; or

- (d) we agree otherwise.

12. Shared parental pay

12.1 You may be able to claim Statutory Shared Parental Pay (ShPP) of up to 39 weeks (less any weeks of SAP claimed by you or your partner) provided you have at least 26 weeks' continuous employment with us at the end of the Qualifying Week and your average earnings are not less than the lower earnings limit set by the government each tax year. ShPP is paid at a rate set by the government each year.

12.2 You should tell us in your period of leave notice(s) whether you intend to claim ShPP during your leave (and if applicable, for what period). If it is not in your period of leave notice you can tell us in writing, at least eight weeks before you want ShPP to start.

13. Other terms during shared parental leave

13.1 Your terms and conditions of employment remain in force during

FAMILY LEAVE POLICY

SHARED PARENTAL LEAVE - Adoption

SPL, except for the terms relating to pay.

- 13.2 For teachers your annual statutory leave entitlement of 28 days is taken during the school closure periods. This will also apply to any annual leave you accrue but cannot take during your shared parental leave. This leave will be deemed to be taken in the remaining school closure periods before the end of the academic year.
- 13.3 For support staff annual leave entitlement will continue to accrue at the rate provided under your contract. If your shared parental leave will continue into the next holiday year, any holiday entitlement that cannot reasonably be taken in school closure period before starting your leave can be carried over and must be taken in a school closure period or where that is not possible, immediately before returning to work unless your manager agrees otherwise. Please discuss your holiday plans with your manager in good time before starting your leave. All holiday dates are subject to approval by your manager.
- 13.4 If you are a member of the TPS or LGPS, we shall make employer pension contributions during paid shared parental leave, based on your normal salary, in accordance with the TPS or LGPS rules. Any employee contributions you make will be based on the amount of any Shared Parental Pay you are receiving, unless you inform us that you wish to make up any shortfall. You should contact the TPS or LGPS for their rules on the making up of any shortfall.

14. Keeping in touch

- 14.1 We may make reasonable contact with you from time to time during your SPL although we will keep this to a minimum. This may include contacting you to discuss arrangements for your return to work.

14.2 You may ask or be asked to work (including attending training) on up to 20 "keeping-in-touch" days (KIT days) during your SPL. This is in addition to any KIT days that you may have taken during adoption leave. KIT days are not compulsory and must be discussed and agreed with your Headteacher.

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

15. Returning to work

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

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

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

- (a) if your SPL and any adoption or paternity leave you have taken adds

FAMILY LEAVE POLICY

SHARED PARENTAL LEAVE - Adoption

up to more than 26 weeks in total (whether or not taken consecutively);
or

- (b) if you took SPL consecutively with more than four weeks of ordinary parental leave.

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

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

FAMILY LEAVE POLICY

UNPAID PARENTAL LEAVE

(G) UNPAID PARENTAL LEAVE

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

1. ENTITLEMENT TO UNPAID PARENTAL LEAVE

1.1 To be eligible for unpaid parental leave, you must:

- (a) have at least one year's continuous employment with us;
- (b) have or expect to have responsibility for a child; and
- (c) be taking the leave to spend time with or otherwise care for the child.

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

1.3 Eligible employees are entitled to take up to 18 weeks' parental leave in relation to each child.

1.4 You must tell us of any parental leave you have taken while working for another employer as this counts towards your 18-week entitlement.

2. TAKING UNPAID PARENTAL LEAVE

2.1 In most cases, parental leave can only be taken in blocks of a week or a whole number of weeks, and you may not take more than four weeks' parental leave a year in relation to each child. Parental leave can only be taken up to the child's fifth birthday, or in the case of an adopted child, within five years of the child being placed with you for adoption (and in any case by the child's 18th birthday).

2.2 Special rules apply where your child is disabled, which for these purposes means entitled to a disability living allowance, armed forces independence allowance or personal independence allowance. You can take parental leave in respect of that child at any time up to the child's 18th birthday, and leave may be taken in blocks of less than one week. However, there is still a limit of 4 weeks a year for each child and 18 weeks in total for each child.

3. NOTIFICATION REQUIREMENTS FOR UNPAID PARENTAL LEAVE

3.1 You must notify your Headteacher or the CEO of your intention to take parental leave at least 21 days in advance. It would be helpful if you can give this notice in writing. Your notification should include the start and end dates of the requested period of leave.

3.2 If you wish to start parental leave immediately on the birth of a child, you must give notice at least 21 days before the expected week of childbirth.

3.3 If you wish to start parental leave immediately on having a child placed with you for adoption, you should give notice at least 21 days before the expected week of placement, or if this is not possible, give as much notice as you can.

4. EVIDENCE OF ENTITLEMENT TO UNPAID PARENTAL LEAVE

4.1 We may ask to see evidence of:

- (a) your responsibility or expected responsibility for the child such as birth certificate, adoption or matching certificate, parental responsibility agreement or court order;

FAMILY LEAVE POLICY UNPAID PARENTAL LEAVE

- (b) the child's date of birth or date of adoption placement; and
- (c) if applicable, the child's entitlement to a disability living allowance, armed forces independence allowance or personal independence allowance.

5. OUR RIGHT TO POSTPONE UNPAID PARENTAL LEAVE

- 5.1 Although we will try to accommodate your request for parental leave, we may postpone your requested leave where it would unduly disrupt our business (for example, if it would leave us short-staffed or unable to complete work on time).
- 5.2 We will discuss alternative dates with you, and notify you in writing of the reason for postponement and the new start and end dates, within seven days of receiving your request for parental leave.
- 5.3 We cannot postpone parental leave if you have requested it to start immediately on the birth or adoption of a child.
- 5.4 We cannot postpone parental leave for more than six months, or beyond the child's 18th birthday (if sooner).

6. TERMS AND CONDITIONS DURING UNPAID PARENTAL LEAVE

- 6.1 Parental leave is unpaid. You will not be entitled to employer pension contributions in respect of the period of leave.
- 6.2 Your employment contract will remain in force, and holiday entitlement will continue to accrue. You will remain bound by your duties of good faith and confidentiality.

FLEXIBLE WORKING POLICY

G. FLEXIBLE WORKING POLICY

1. ABOUT THIS POLICY

1.1 This Flexible Working policy gives eligible employees an opportunity to request a change to their working pattern.

1.2 We will deal with flexible working requests in a reasonable manner and within a reasonable time. In any event the time between making a request and notifying you of a final decision (including the outcome of any appeal) will be less than three months unless we have agreed a longer period with you.

2. ELIGIBILITY

2.1 To be eligible to make a flexible working request, you must:

- (a) be an employee;
- (b) have worked for us continuously for at least 26 weeks at the date your request is made; and
- (c) not have made a flexible working request during the last 12 months (even if you withdrew that request).

3. WHAT IS A FLEXIBLE WORKING REQUEST?

3.1 A flexible working request under this policy means a request to do any or all of the following:

- (a) to reduce or vary your working hours;
- (b) to reduce or vary the days you work;
- (c) to work from a different location (for example, from home).

4. MAKING A FLEXIBLE WORKING REQUEST

4.1 Your flexible working request should be submitted to your Headteacher or our CEO in writing and dated. It should:

- (a) state that it is a flexible working request;
- (b) explain the change being requested and propose a start date;
- (c) identify the impact the change would have on the business and how that might be dealt with; and
- (d) state whether you have made any previous flexible working requests.

5. MEETING

5.1 We will arrange a meeting at a convenient time and place to discuss your request. You may be accompanied at the meeting by a Permitted Companion.

5.2 We may decide to grant your request in full without a meeting, in which case we will write to you with our decision.

6. DECISION

6.1 We will inform you in writing of our decision as soon as possible after the meeting.

6.2 If your request is accepted, we will write to you with details of the new working arrangements and the date on which they will commence. You will be asked to sign and return a copy of the letter.

6.3 If we cannot immediately accept your request we may require you to undertake a trial period before reaching a final decision on your request.

6.4 Unless otherwise agreed, changes to your terms of employment will be permanent.

6.5 We may reject your request for one or more of the following organisational reasons:

- (a) the burden of additional costs;
- (b) detrimental effect on ability to meet the demands of our stakeholders;

FLEXIBLE WORKING POLICY

- (c) inability to reorganise work among existing staff;
- (d) inability to recruit additional staff;
- (e) detrimental impact on quality;
- (f) detrimental impact on performance;
- (g) insufficiency of work during the periods that you propose to work; or
- (h) planned changes.

6.6 If we are unable to agree to your request, we will write to tell you which of those reasons applies in your case. We will also set out the appeal process.

7. APPEAL

- 7.1 You may appeal in writing within 14 days of receiving our written decision. This includes a decision following a trial period.
- 7.2 Your appeal must be dated and must set out the grounds on which you are appealing.
- 7.3 We will hold a meeting with you to discuss your appeal. You may bring a Permitted Companion to the meeting.
- 7.4 We will tell you in writing of our final decision as soon as possible after the appeal meeting, including reasons. There is no further right of appeal.

GIVING EMPLOYMENT REFERENCES

H. GIVING EMPLOYMENT REFERENCES

1. BACKGROUND

1.1 There are a series of legal obligations on us when giving employment references: to the recipient of the reference we owe a duty to take reasonable care and skill to ensure that the reference is true accurate fair and not misleading; to the subject of the reference we owe a duty to take reasonable care when preparing the reference and to comply with our duties under the Data Protection Act to ensure that personal data and sensitive personal data are processed fairly and lawfully.

1.2 You should be aware that any reference supplied by us to a future prospective or active employer will be confidential and will not be shared with you either in advance or after it has been sent (unless where it forms part of a formal Settlement Agreement).

1.3 Any reference will always be subject to our obligations under the Safeguarding Vulnerable Groups Act 2006 and the Education Act 2002 which would allow us to refer to any concern about safeguarding of children.

2. AUTHORISATION

Only the School's current Headteacher or our current CEO or our current Director of Education (the **Author**) are permitted to give a reference about you to a prospective or actual employer in relation to your employment with us.

3. CONTENT OF THE EMPLOYMENT REFERENCE

3.1 Any reference from the Author must:

(a) be in writing and there must no oral references given in person or by telephone;

- (b) be stated to be in strictest confidence;
- (c) comply with the relevant provisions in the remainder of paragraph 3; and
- (d) contain the following statement:

"In accordance with our usual practice the above information is given to the addressee in confidence and in good faith solely for the purposes for which it was requested and on the understanding that neither its author nor Avanti Schools Trust accept any responsibility for any errors omission or inaccuracy in the information or for any loss or damage that may result from reliance being placed on it. We do not provide oral references in person or by telephone."

General Information

3.2 For all staff regardless of the sector in which they are applying to work, the reference:

(a) shall contain the following information about you:

- (i) full Name;
- (ii) former Names;
- (iii) date of Birth;
- (iv) most recent job title;
- (v) most recent annual salary;
- (vi) the date you started your employment with us and with any predecessor if your employment transferred to us by reason of TUPE;
- (vii) the last date of employment if you have left employment; and
- (viii) the details of any unexpired disciplinary or capability sanctions including details of whether there is any outstanding appeal against such sanctions.

(b) may contain at the Author's choice for all employees information about the Author's opinion or the School's opinion of your suitability for the role requested or, if it is the Author's choice not to provide any opinion as to

GIVING EMPLOYMENT REFERENCES

the suitability of any employee the reference will contain the following statement:

“As a matter of policy we do not comment on the suitability of candidates for external roles. You should make your own assessment of their suitability to meet your requirements”

The Author must choose one of these approaches and apply it to all employees.

Information about safeguarding of children

3.3 Additionally for references for roles with contact with children the reference must offer a view of whether we have any information suggesting you are not suitable to work with children or whether there have been any safeguarding concerns relating to you. This will include any information in relation to disciplinary investigation or proceedings about safeguarding which have not been completed at the time of your departure, whether or not it is requested by your prospective or actual employer.

Information about formal consideration of teacher capability

3.4 For references for teachers proposing to join maintained schools or academies there is a legal obligation on us under our Funding Agreement with the DfE to provide written details of any concerns which have given rise to any formal consideration of your capability in the last 2 years, its duration and the outcome if that information is requested in writing by the prospective or actual employer.

Information about your health and sickness absence

3.5 Actual and prospective School employers have an obligation either under the **Education (Independent School Standards) (England) Regulations 2014** or the **Education (Health Standards) (England) Regulations 2003** to be satisfied that

a prospective employee is medically fit for work in a school setting. As the current or former employer we have a duty to ensure compliance with fair and lawful processing of sensitive personal data relating to information about your health.

3.6 If an actual or prospective employer makes a request for information about your health, sickness absence or medical fitness we will inform you of the questions which have been asked and give you the choice of which of the following texts we send to your prospective or actual employer:

Option A

“You have asked questions about the candidate’s medical fitness for the role. As this would require us in the processing of sensitive personal data we believe we require the consent of the data subject to release that information. We do not presently have that consent.”

Option B

*“You have asked questions about the candidate’s medical fitness for the role. As this would require us in the processing of sensitive personal data we believe we require the consent of the data subject to release that information. We do have that consent and can release the following information: **[TO BE AGREED WITH YOU]**”*

Information about uncompleted disciplinary investigations or proceedings unrelated to safeguarding or child protection

3.7 If at the time your employment ended (or the time the reference is requested if you remain in employment) there were disciplinary investigations or proceedings uncompleted (which do not relate to safeguarding or child protection) and your prospective or actual employer asks us whether there were any such uncompleted investigations or proceedings the Author will provide the following response with the relevant factual details:

GIVING EMPLOYMENT REFERENCES

“You have asked if there [are] [were] any uncompleted disciplinary investigations or proceedings relating to the candidate. I set out the details of the uncompleted disciplinary process. It is important to note that this process was not completed and that no formal decision had been reached by us about the truth of the disciplinary allegations or on any mitigating factors”

- 3.8 In a situation where the allegation if proven would not have resulted in a dismissal the Author may state:

“Had the allegations been proven the severest sanction available would have been a [first] [final] written warning.”

4. YOUR PRIOR CONSENT

- 4.1 Before the Author will supply a reference to your prospective or actual employer, you must send the following wording in writing to us either by email from an email account already known to us as belonging to you or in printed form signed by you. This consent must be supplied for each prospective or actual employer.

“Authorisation to supply reference

I authorise Avanti Schools Trust to supply a confidential employment reference to [NAME OF YOUR PROSPECTIVE OR ACTUAL EMPLOYER] in accordance with your current policy on Giving Employment References and I consent to the disclosure of personal data as set out in that policy.”

GRIEVANCE RESOLUTION POLICY

I. GRIEVANCE RESOLUTION POLICY

1. SCOPE OF GRIEVANCE RESOLUTION POLICY

1.1 This policy is aimed at providing you with a structure to promptly resolve current grievances which are not covered by other policies.

1.2 This Grievance Resolution policy cannot be used to:

(a) complain about the use of any other policy or process (e.g. disciplinary, capability, restructuring, appraisal etc.) in relation to you whilst that policy is being followed (for the avoidance of doubt such concern can be raised within those other policies or processes.

(b) appeal against any formal or informal disciplinary sanction;

(c) appeal against any decision to terminate your employment whether on grounds of ill-health, incapacity, redundancy, poor performance or other grounds;

(d) appeal against selection for redundancy;

(e) appeal against any decision made under any policy which contains its own appeal process;

(f) complain about or appeal against any decision relating to pay or grading. Such matters are covered by our Pay policy;

(g) complain about or appeal against any decision relating to your pension. Separate Dispute Resolution Procedures have been set up by the Teachers' Pension Scheme (http://www.teacherspensions.co.uk/public/~media/Files/Documents/24902_TP_Complaints_leaflet_Web.ashx) and the local fund of the Local Government Pension Scheme;

(h) 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;

(i) complain about any matter which is properly the subject of a statutory consultation process;

(j) complain about matters which have been or should have been brought under our Public Interest Disclosure policy ; or

(k) complain about matters which are more than three months old (though this shall not prevent you referring to matters more than three months old in relation to a grievance which is otherwise live).

1.3 The primary purpose of this policy is not to make findings of fact on historical matters (though this may be required in resolving some grievances where an investigation may be appropriate).

1.4 Our focus is on the remedial steps required to resolve a grievance.

1.5 We do not speak of grievances being "against" any particular person but rather of grievances "relating" to a particular person.

1.6 We shall seek to resolve grievances raised by you during your notice period, using this policy.

1.7 We shall not seek to resolve grievances raised after you have ceased to be an employee, under this policy. Any grievance raised after you have ceased employment, may be dealt with by a written response from the Stage 1 Resolution Manager without any right of appeal.

2. INFORMAL RESOLUTION

2.1 Before raising a formal grievance under this policy, you should attempt

GRIEVANCE RESOLUTION POLICY

to resolve the matter informally either through your line manager or, where possible, with the other party. This will require you to state clearly what resolution you wish to achieve.

- 2.2 If your line manager is the person to whom the grievance relates you may raise the matter informally with your line manager's line manager.
- 2.3 You may proceed to the formal process without attempting informal resolution but you will be asked to

explain why you did not attempt informal resolution.

- 2.4 If there has been an informal resolution we may confirm it in writing.

3. RESOLUTION MANAGERS

The table below sets out the normal level of delegation for dealing with formal grievances. The Resolution Manager should where possible be someone not personally involved in the matter which is the subject of the grievance.

<i>Your grievance relates to:</i>	<i>Stage 1 Resolution Manager (not previously involved)</i>	<i>Stage 2 Resolution Manager(not previously involved)</i>
Pupils, parents or staff (other than the School's Headteacher)	The School's Headteacher or a member of the Senior Leadership Team appointed by the Headteacher	Chair of School's Governors or another non-staff Governor nominated by the Chair
The School's Headteacher or a Governor (other than the Chair of Governors)	Our CEO's nominee	Our CEO or nominee
The Chair of School's Governors (or a group of Governors including the Chair of Governors) or the Whole Governing Body or Non-School Trust staff (other than the CEO)	Our CEO or nominee	Trust Chair or nominee
The Trust Chair	Trust Vice Chair's nominee	Trust Vice Chair or nominee
Our CEO or the Trust Board	Trust Chair's nominee	Trust Chair or nominee

4. FORMAL GRIEVANCE

4.1 Stage 1

- (a) If you have not been able to resolve a problem informally, you must use Form GRP1 (attached to this policy) and submit it to the Clerk.
- (b) A Resolution Manager will be appointed following (wherever possible) the guidance in Paragraph 3 above.

(c) The Resolution Manager will arrange to meet with you as soon as possible, normally within ten working days of us receiving the Form GRP1 from you.

(d) After this Resolution Meeting, the Resolution Manager will confirm a response in writing (the "Resolution Letter") and inform you of your right to appeal.

4.2 Stage 2

GRIEVANCE RESOLUTION POLICY

- (a) If you are not satisfied with the Stage 1 Resolution Manager's response, you can appeal by sending a completed Form GRP2 (attached to this policy) to the Resolution Manager within five working days of the response being sent to you.
- (b) A different Resolution Manager will be appointed following (wherever possible) the guidance in Paragraph 3 above.
- (c) The Stage 2 Resolution Manager will arrange for a meeting with you as soon as possible, but normally within ten working days of us receiving the Form GRP2 from you.
- (d) After this Resolution Meeting, the Stage 2 Resolution Manager will confirm a response in writing (the "Final Resolution Letter").
- (e) The decision of the Stage 2 Resolution Manager is final and there will be no further right of appeal and no fresh grievance may be issued in relation to the matter.

5. PERMITTED COMPANION

You may bring a Permitted Companion to any formal meetings under this policy.

6. CONFIDENTIALITY AND TRANSPARENCY

- 6.1 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 as a fair investigation may require disclosure of the existence and content of the grievance.
- 6.2 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, we will not be able to inform you of the disciplinary action, if any, which has been taken as a result of your grievance.

- 6.3 You should not disclose the fact of 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 or your trade union representative).
- 6.4 At the conclusion of your grievance and after any related disciplinary or other processes have been completed, a report will be presented to our Board and your School's Local Governing Body (excluding staff governors) as a confidential item. This report will not identify you but will identify, on an anonymous basis, the content of your complaint so that directors and governors are aware of any concerns that are being raised by staff and are assured that processes to resolve concerns are operating effectively.

7. VENUE FOR RESOLUTION MEETINGS

If your complaint raises sensitive issues, the Resolution Manager may decide to hold the meeting away from your normal place of work.

8. INDEPENDENT MEDIATION

As part of a resolution of a grievance, a Resolution Manager may propose independent mediation particularly in situations where there are relationship difficulties and/or personality clashes between employees.

9. GUIDANCE TO RESOLUTION MANAGERS

The ACAS Guide "Discipline and Grievances at Work" contains the following guidelines:

"Preparing for the meeting, the [Resolution Manager] should:

GRIEVANCE RESOLUTION POLICY

- (a) *“consider whether similar grievances have been raised before, how they have been resolved and any follow-up action that has been necessary*
- (b) *consider arranging an interpreter where the employee has difficulty speaking English*
- (c) *consider whether any reasonable adjustments are necessary for a person who is disabled and/or their companion*
- (d) *consider whether to offer independent mediation.*

In conducting the meeting the [Resolution Manager] should:

- (a) *remember that a grievance hearing is not the same as a disciplinary hearing and is an occasion when discussion and dialogue may lead to an amicable solution*
- (b) *make introductions as necessary*
- (c) *invite the employee to re-state their grievance and how they would like to see it resolved*
- (d) *put care and thought into resolving grievances. They are not normally issues calling for snap decisions and the employee may have been holding onto the grievance for a long time. Make allowances for any reasonable “letting off steam” if the employee is under stress.*
- (e) *consider adjourning the meeting if it is*

- necessary to integrate new facts which arise*
- (f) *sum up the main points*
- (g) *tell the employee when they might reasonably expect a response if one cannot be made at that time.”*

10. FALSE OR MALICIOUS ALLEGATIONS

Making a false or malicious allegation under this policy is a serious disciplinary offence which could result in dismissal for gross misconduct.

11. PUBLIC INTEREST DISCLOSURE

You should be aware that a grievance may, in certain limited cases, amount to a protected disclosure under the Employment Rights Act (please see our Public Interest Disclosure policy for further details). You will not be allowed to raise the same matter under both this policy and the Public Interest Disclosure policy.

**PRIVATE & CONFIDENTIAL – FORM GRP1
NOTIFICATION OF FORMAL GRIEVANCE**

Submitted by	Name:	
	Job Title:	

I wish to formally complain about the behaviour, conduct or decisions of:

- Parents
- Pupils
- Staff (other than the Headteacher/Principal)
- The Headteacher/Principal
- A Governor
- The Chair of Governors
- The Governors as a whole
- A Trust employee not in school
- The Trust CEO
- The Trust Chair
- The Trust Board

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

**PRIVATE & CONFIDENTIAL – FORM GRP1
NOTIFICATION OF FORMAL GRIEVANCE**

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.

My grievance does/does not* include a complaint that raises a child protection issue.

I will/will not* need special help at my Resolution Meeting.

**PRIVATE & CONFIDENTIAL – FORM GRP1
NOTIFICATION OF FORMAL GRIEVANCE**

My Permitted Companion at the Stage 1 Resolution Meeting will be:

My Permitted Companion cannot attend a Resolution Meeting on the following dates/times:

I have read the Trust's Grievance Resolution policy and am aware that false, malicious or vexatious grievances may result in disciplinary action against me for gross misconduct. I am aware that the GRP1 may be forwarded to the Designated Person for Child Protection and the Local Authority Designated Officer. I am aware that a report on the outcome of this grievance will be submitted to the Governors. I acknowledge that I must not disclose the fact of or content of this Form GRP1 to any employee or third party without the express consent of the Resolution Manager.

Signed:

Print name:

Date:

OFFICE USE ONLY

Received on:

Stage 1 Resolution Manager:

Received by Stage 1 Resolution Manager:

Resolution Meeting held:

Refer to Designated Person CP: YES/NO

Refer to LADO: YES/NO

* delete as appropriate

**PRIVATE & CONFIDENTIAL – FORM GRP2
NOTIFICATION OF APPEAL AGAINST GRIEVANCE RESOLUTION**

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 Manager's Resolution Letter

I disagree with the Resolution Letter because:

I want the Stage 2 Resolution Manager to:

**PRIVATE & CONFIDENTIAL – FORM GRP2
NOTIFICATION OF APPEAL AGAINST GRIEVANCE RESOLUTION**

I will/will not* need special help at the Stage 2 Resolution Meeting.

My Permitted Companion at the Stage 2 Resolution Meeting will be:

My Permitted Companion cannot attend a Resolution Meeting on the following dates/times:

Signed:

Print name:

Date:

OFFICE USE ONLY

Received on:

Stage 2 Resolution Manager:

Received by Stage 2 Resolution Manager:

Resolution Meeting held:

* delete as appropriate

NON-SICKNESS ABSENCE POLICY

J. NON-SICKNESS ABSENCE POLICY

discretion grant you further unpaid leave in those circumstances.

1. ABOUT THIS NON-SICKNESS ABSENCE POLICY

2. REQUESTING COMPASSIONATE LEAVE

1.1 This policy sets out our arrangements for non-sickness absence under the following headings:

2.1 We recognise that it may not always be possible to request compassionate leave well in advance. However, where it is possible, you should make a request to your Headteacher or our CEO at least 5 working days before the start of the proposed compassionate leave. You should tell them the reasons for your request and the number of days leave you would like to take.

- (A) Compassionate Leave;
- (B) Discretionary Leave;
- (C) Time off for Public Duties;

1.2 In this policy **Near Relative** refers to spouse or partner, child, stepchild, grandchild, parent, step-parent, parent-in-law, grandparent, brother or sister, stepbrother or stepsister, or brother or sister-in-law.

2.2 Where it is not possible to request leave 5 days in advance you should contact your Headteacher or our CEO as soon as possible to tell them the reason for your absence and the number of days you expect to be absent. Someone can do this on your behalf if necessary.

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

2.3 In exceptional circumstances we may have to refuse a request for compassionate leave and will give you a written explanation of the reasons. If you are dissatisfied with this decision you may appeal to our CEO or the Trust Chair in writing within 1 working day of receiving our written reasons.

(A) COMPASSIONATE LEAVE

This section deals with Compassionate leave, which is designed to help you cope with the death of a close relative, deal with necessary arrangements and attend their funeral. It may also be granted where a close relative is seriously or critically ill.

(B) DISCRETIONARY LEAVE

1. ENTITLEMENT TO COMPASSIONATE LEAVE

We may at our discretion provide up to 5 days paid discretionary leave and up to 5 days unpaid discretionary paid leave in any 12 month period for unplanned or unavoidable events which take place during term-time and not falling within other sections of this policy.

1.1 You are entitled to take paid Compassionate leave of up to 5 days in any 12-month period in respect of a Near Relative.

1.2 We may exercise our discretion to grant a period of unpaid compassionate leave in respect of any other relative or close friend, depending on the circumstances of each case.

1.3 If you are still unable to return to work following an authorised period of compassionate leave you should contact your Headteacher or our CEO. It may be appropriate to take a period of annual leave, subject to approval by your Headteacher, or we may at our

1. EXAMPLES OF CIRCUMSTANCES WHERE DISCRETIONARY LEAVE MAY BE GRANTED

- 1.1 Moving House;
- 1.2 Job Interviews within the Education Sector;
- 1.3 Visiting a new School during term-time prior to taking up appointment;

NON-SICKNESS ABSENCE POLICY

- 1.4 Attendance at a degree ceremony for yourself or a Near Relative;
- 1.5 Attendance at medical/dental appointments which cannot be taken outside working hours;
- 1.6 Religious observance which falls within term time and where annual leave cannot be taken.

2 CIRCUMSTANCES WHERE DISCRETIONARY LEAVE WILL NOT BE GRANTED

Weddings taking place during term-time.

3 LEAVE FOR CIVIL/CRIMINAL WITNESSES

- 3.1 Giving evidence in a case against the Trust by someone else – paid time off as part of duties.
- 3.2 Giving evidence in a case against the Trust brought by the employee – paid time off as equitable employer behaviour.
- 3.3 Giving evidence in a criminal case (other than against the employee) – paid time off provided that there is a witness order/summons and only for the balance not covered by any relevant expenses scheme in operation.
- 3.4 Giving evidence in a civil case – unpaid time off provided that there is a witness or the employee is the Claimant or Defendant.

4 APPLYING FOR DISCRETIONARY LEAVE

- 3.1 If you wish to apply for Discretionary leave you should complete the Form NSAP D1.
- 3.2 For term-time religious observance the application for Discretionary leave must be made at least 4 working weeks before the intended absence.

- 3.3 For all other issues the application must be made at least one working week before the intended absence.

(C) TIME OFF FOR PUBLIC DUTIES

We wish to enable employees to perform any public duties that they may be committed to undertake and so will give them time off to do so where it does not conflict with the operational needs of our business. We are not legally obliged to grant paid leave for these purposes.

1. JURY SERVICE

- 1.1 You should tell your line manager as soon as you are summoned for jury service and provide a copy of your summons if requested. Depending on the demands of the School we may request that you apply to be excused from or defer your jury service.

- 1.2 We are not required by law to pay you while you are absent on jury service. You will be advised at court of the expenses and loss of earnings that you can claim. If your School subscribes to an annual insurance product covering Jury Service, payments may be made to you in accordance with the terms of that scheme.

2. VOLUNTARY PUBLIC DUTIES

Employees are entitled to a reasonable amount of unpaid time off work to carry out certain public duties, including duties as a tribunal member, magistrate, local councillor, member of an NHS Trust, prison visitor, police station lay visitor or school governor.

- 2.2 If you are unsure whether a public service that you perform is covered by this policy you should speak to our Chief Financial Officer.

- 2.3 As soon as you are aware that you will require time off for performance of a public service you should notify your Headteacher or our CEO in writing, providing full details of the time off that is being requested and the reasons for

NON-SICKNESS ABSENCE POLICY

your request. In order that arrangements can be made to cover your duties in your absence you should make your request in good time.

- 2.4 Each request for time off will be considered on its merits taking account of all the circumstances, including how much time is reasonably required for the activity, how much time you have already taken, and how your absence will affect the School.

3. RESERVE FORCES DUTIES

- 3.1 We are aware that employees who are members of the Reserve Forces (the Territorial Army, Royal Navy Reserve, Royal Marines Reserve or Royal Auxiliary Air Force) may be called-up at any time to be deployed on full-time operations, and are expected to attend regular training.
- 3.2 We are under no obligation to offer leave (either paid or unpaid) for reservists to undertake training and you should use existing holiday entitlement to meet training commitments.
- 3.3 If we receive notice that you have been called-up for active service we

may apply to an adjudication officer for the notice to be deferred or revoked if your absence would cause serious harm to the School (which could not be prevented by the grant of financial assistance).

- 3.4 Once your military service has ended you may submit a written application for reinstatement to your employment. This should be made by the third Monday following the end of your military service and you should notify us of the date on which you will be available to restart work.
- 3.5 If it is not reasonable and practicable to reinstate you into your former employment we will offer you the most favourable alternative on the most favourable terms and conditions which are reasonable and practicable.
- 3.6 When calculating the length of your continuous employment with us, the period of absence on military service will not be counted. The period of employment before your mobilisation and the period after your reinstatement will be treated as continuous.

NON-SICKNESS ABSENCE POLICY



AVANTI SCHOOLS
TRUST

FORM NSAP D1 Application for Discretionary Leave

Please complete this form and return it to your Headteacher
See our Non-Sickness Absence Policy – Section D

To be completed by the employee

Name of School _____

Name _____

Job Title _____

Circumstances under which you are applying for Discretionary leave

Date/s of start of absence: _____

Please state briefly why you are requesting Discretionary leave:

How many days Discretionary leave have you taken in the last 12 months? _____

How many were paid? _____

How many were unpaid? _____

How many days discretionary leave are you requesting? _____

How many paid? _____

How many unpaid? _____

PLEASE ATTACH THE APPOINTMENT LETTER/CARD WHERE APPLICABLE

Signed: _____

To be completed by the Headteacher/CEO

Leave granted

Leave not granted

Comments (if required)

Signed _____

Date _____

Note: Please ensure **Unpaid** Discretionary Leave agreed is entered on the appropriate staff return and clearly marked as unpaid.

PERSONAL INTEGRITY POLICY

K. PERSONAL INTEGRITY POLICY

1. SCOPE

1.1 We expect all employees, workers, consultants and governors to be scrupulously honest in their work. Colleagues, students, parents and the public in general are entitled to have absolute confidence in the trustworthiness and honesty of everyone working for us.

1.2 In this policy “**Connected Person**” means any of:

- (a) your partner or ex-partner (which includes a wife, husband, civil partner and any person you had a personal or romantic relationship with);
- (b) your father, mother, sister, brother, son, daughter, uncle, aunt or cousin;
- (c) your partner’s father, mother, sister, brother, son, daughter, uncle, aunt or cousin;
- (d) the partner of any those people listed at (a) (b) or (c);
- (e) a person with whom you have a business relationship; and
- (f) the partner of a person with whom you have a business relationship.

2. CONFLICTS OF INTERESTS

2.1 Our business should be conducted, and be seen to be conducted, in an objective and unbiased manner. There may be occasions when there is scope for conflict between your own interests and our interests.

2.2 It is a requirement of the **EFA’s Academies Financial Handbook 2016 (Paragraphs 3.1.16 - 3.1.20)** that we have a Register of Interests and that it must capture relevant business and pecuniary interests of members trustees, governors and senior employees and that we must consider extending the register to include other interests.

2.3 We have decided that the following employees must complete an annual declaration of interests to be included in the Register of Interests and must also declare any interest to our CEO and Chief Financial Officer immediately it becomes apparent:

- (a) persons on the Leadership Pay Range;
- (b) persons with Teaching and Learning Responsibilities;
- (c) persons working in the finance function;
- (d) any other person who is a budget holder; and
- (e) any other person involved in the procurement of goods or services.

2.4 Only the interests of trustees and members must be published on our website.

2.5 The interests which must be formally declared on the declaration of interests form include:

- (a) directorships, partnerships and employments that you or Connected Person have with businesses which provide goods or services to us;
- (b) trusteeships and governorships including at other educational institutions or charities irrespective of whether there is a trading relationship with us; and
- (c) for each interest, the name of the business, the nature of the business the nature of the interest, and the date the interest began.

2.6 To avoid any difficulties arising from a potential clash of interests you must:

- (a) notify our CEO and Chief Financial Officer if you or a Connected Person have links, of any sort, with an outside

PERSONAL INTEGRITY POLICY

organisation which may carry out work for us, or supply us with goods or services (or is tendering or preparing to do so);

- (b) not participate in any recruitment process where a Connected Person has applied or is intending to apply a post with us ;
- (c) not participate as part of any recruitment process or other panel (e.g. as a staff governor on a Pay Panel) if you may be in a position to benefit from the outcome; and
- (d) report any possible conflict of interest to our CEO and Chief Financial Officer.

3. BRIBERY

3.1 There are four possible criminal offences under the **Bribery Act 2010**:

- (a) offering, promising or giving a bribe;
- (b) requesting, agreeing to receive or accepting a bribe;
- (c) bribing a foreign official to obtain or retain business; and
- (d) failure by an organisation to prevent bribery by those acting on its behalf.

3.2 There are some people who believe they will receive better service or more favourable treatment if they offer payment, goods, services or favours. It is, therefore, important that you are alert to such behaviour and be aware that it is a criminal offence to request or receive a bribe, as well as to give or offer one.

4. PERSONAL GAIN, GIFTS AND HOSPITALITY

4.1 Under the **EFA's Academies Financial Handbook 2016 (Paragraph 3.1.12)** no member trustee, governor employee or

Connected Person may use their connection to us for personal gain (other than salary for employees) including payment under terms that are preferential to those that would be offered to an individual or organisation with no connection to us.

4.2 Under the **EFA's Academies Financial Handbook 2016 (Paragraph 3.5)** we are required to have a policy and a register of the acceptance of gifts, hospitality, awards, prizes or any other benefit which might be seen to compromise their personal judgment or integrity (hereafter "**Gift**").

4.3 The general principle is that you should not receive or ask for any Gift.

4.4 It is well-established practice within the education environment that employees may be presented with small tokens of appreciation, for example at festivals or at the end of a school year and this is acceptable. However, it is unacceptable to receive Gifts on a regular basis from the same person or family, or to receive Gifts that are of a significant value (i.e. over £10).

4.5 There may be other occasions when it is appropriate to accept gifts (e.g. where refusal may offend) or where it may be difficult to return (e.g. if it is from an anonymous source). Therefore, it can sometimes be difficult to decide which offers can be accepted and which cannot.

4.6 In these circumstances, any employee or worker must only accept occasional, token gifts that are clearly a small gesture of appreciation. If gifts from the same source become frequent (monthly or more) and/or are significant in value (over £10) this must be reported to the Chief Financial Officer immediately.

4.7 Any Gift received (other than a one-off gift under £10) must be declared to our CEO and Chief Financial Officer and recorded in the Register of Gifts.

PERSONAL INTEGRITY POLICY

PUBLIC INTEREST DISCLOSURE (WHISTLEBLOWING) POLICY

L. PUBLIC INTEREST DISCLOSURE (WHISTLEBLOWING) POLICY

1. WHISTLEBLOWING POLICY

1.1 We are committed to conducting our operations with honesty and integrity, and expect all employees, governors, directors, officers and suppliers to maintain high standards. 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.

1.2 The aims of this policy are:

- (a) to encourage employees, governors, directors, officers and suppliers 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;
- (b) to provide employees, governors, directors, officers and suppliers with guidance as to how to raise those concerns;
- (c) to reassure employees, governors, directors, officers and suppliers that they should be able to raise genuine concerns without fear of reprisals, even if they turn out to be mistaken.

1.3 This policy takes account of the Whistleblowing Arrangements Code of Practice issued by the British Standards Institute and **Public Concern at Work** (the independent whistleblowing charity) and the revisions to the law introduced by the Enterprise and Regulatory Reform Act 2013 from 25 June 2013.

1.4 The **EFA's Academies Financial Handbook 2016** contains the following provision:

2.3.5 Academy trusts should have appropriate procedures in place for whistleblowing, including making sure all staff are aware to whom they can report their concerns and the way in which such concerns will be managed.

1.5 The following persons hold the following roles for the Academies Financial Handbook:

Accounting Officer: Nitesh Gor, CEO

Chief Financial Officer: Kirit Patel, Director of Finance

Chair of Audit Committee (Responsible Officer in the rest of this policy): **Kiran Chotai**

2. SCOPE

This policy applies to all individuals working at all levels including senior managers, officers, directors, employees, consultants, contractors, trainees, governors, part-time and fixed-term workers, casual and agency staff and volunteers (collectively referred to as staff in this policy).

3. WHAT IS WHISTLEBLOWING?

3.1 Whistleblowing is the disclosure of information which relates to suspected wrongdoing or dangers at work. This may include:

- (a) criminal activity;
- (b) miscarriages of justice;
- (c) danger to health and safety;
- (d) damage to the environment;
- (e) failure to comply with any legal or professional obligation or regulatory requirements;
- (f) bribery;
- (g) financial fraud or mismanagement;
- (h) negligence;

PUBLIC INTEREST DISCLOSURE (WHISTLEBLOWING) POLICY

- (i) breach of our internal policies and procedures;
- (j) conduct likely to damage our reputation;
- (k) unauthorised disclosure of confidential information or other activity;
- (l) malpractice in relation to public examinations; or
- (m) the deliberate concealment of any of the above matters.

3.2 A whistleblower is a person who raises a genuine concern relating to any of the above and they reasonably believe that disclosure is in the public interest. If you have any genuine concerns related to suspected wrongdoing or danger affecting any of our activities (a whistleblowing concern) you should report it under this policy as soon as possible.

3.3 This policy should not be used for complaints relating to your own personal circumstances, such as the way you have been treated at work or the way your child has been treated in school. In those cases you should use the Grievance Resolution policy, the relevant appeal process under our specific employment policies or (for parents and members of the public) the Complaints policy.

3.4 If you have any concerns relating to child protection or safeguarding you should raise these under the appropriate policies.

3.5 If you are uncertain whether something is within the scope of this policy you may seek advice from Public Concern at Work (whose contact details are at the end of this policy) and your trade union.

4. RAISING A WHISTLEBLOWING CONCERN

4.1 We hope that in most cases you will be able to raise any concerns with your line manager or Headteacher.

You may tell them in person or put the matter in writing if you prefer. They may be able to agree a way of resolving your concern quickly and effectively. In some cases they may refer the matter to our Responsible Officer.

4.2 However, where the matter is more serious, or you feel that your line manager or your Headteacher has not addressed your concern, or you prefer not to raise it with them for any reason, you should contact our CEO or Responsible Officer. Contact details are set out at the end of this policy.

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

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

5. CONFIDENTIALITY

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

5.2 We do not encourage staff to make disclosures anonymously. Proper investigation may be more difficult or impossible if it cannot obtain further information from you. It is also more difficult to establish whether any allegations are credible. Whistleblowers who are concerned about possible reprisals if their identity is revealed should come forward to our Responsible Officer and

PUBLIC INTEREST DISCLOSURE (WHISTLEBLOWING) POLICY

appropriate measures can then be taken to preserve confidentiality. If you are in any doubt you can seek advice from Public Concern at Work.

- 5.3 If you have raised a whistleblowing concern with us you should keep the fact and content of that concern confidential so that we may investigate your allegation fairly and effectively save that you may of course discuss the matter with a professional adviser or your trade union, with any investigator appointed by us and with those other contacts identified in this policy.

6. EXTERNAL DISCLOSURES

- 6.1 The aim of this policy is to provide an internal mechanism for reporting, investigating and remedying any wrongdoing in the workplace. In most cases you should not find it necessary to alert anyone externally.
- 6.2 The law recognises that in some circumstances it may be appropriate for you to report your concerns to an external body. It will very rarely, if ever, be appropriate to alert the media. You should seek advice before reporting a concern to anyone external. Public Concern at Work operate a confidential helpline. Your trade union may also be able to advise you in these matters.
- 6.3 Our understanding is that the Education Funding Agency is not a prescribed person for the purposes of Section 43F of the Employment Rights Act 1996 and that the EFA would not count as the Minister of the Crown for the purposes of Section 43E of the Employment Rights Act as no members of the our Board are appointed by a Minister of the Crown under any enactment.
- 6.4 We believe that the bodies listed at Appendix 1 are the prescribed persons for the areas which may relate to us. A whistleblower will only have protection for a disclosure to a

prescribed person if they reasonably believe

- (a) disclosure is in the public interest; and
- (b) the relevant wrongdoing falls within the description of the matter in respect of which that person is prescribed; and
- (c) the information disclosed and allegation contained in it are substantially true.

- 6.5 Whistleblowing concerns usually relate to the conduct of staff, but they may sometimes relate to the actions of a third party, such as a supplier or government agency. In some circumstances the law will protect you if you raise the matter with the third party directly. However, we encourage you to report such concerns internally first. You should contact the Responsible Officer for guidance.

7. INVESTIGATION AND OUTCOME

- 7.1 Once you have raised a concern, we will carry out an initial assessment to determine the scope of any investigation. We will inform you of the outcome of that assessment. You may be required to attend additional meetings in order to provide further information.
- 7.2 In some cases we may appoint an investigator or team of investigators (including staff) with relevant experience of investigations or specialist knowledge of the subject matter. An investigation may be internal or external. The investigator(s) may make recommendations for change to enable us to minimise the risk of future wrongdoing.
- 7.3 We will aim to keep you informed of the progress of the investigation and its likely timescale. However, sometimes the need for confidentiality may prevent us giving you specific details of the investigation or any disciplinary action taken as a result.

PUBLIC INTEREST DISCLOSURE (WHISTLEBLOWING) POLICY

You should treat any information about the investigation as confidential.

7.4 If we conclude that a whistleblower has made false allegations maliciously or with intent to damage our reputation or of any of our staff or with a view to personal gain, the whistleblower will be subject to our Disciplinary policy.

7.5 We encourage prompt disclosure of potential wrongdoing. If you have delayed in disclosing potential wrongdoing you will be asked to explain why you have delayed in making the disclosure.

8. IF YOU ARE NOT SATISFIED

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

8.2 If you are not happy with the way in which your concern has been handled, you can raise it with our Responsible Officer. Contact details are set out at the end of this policy.

9. PROTECTION AND SUPPORT FOR WHISTLEBLOWERS & OTHER STAFF

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

9.2 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 our Responsible Officer immediately. If the matter is not

remedied you should raise it formally using our Grievance Resolution policy.

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

9.4 Teaching staff, whether the whistleblower or the subject of a whistleblowing allegation, may seek support from the Teacher Support Network's 24 hour Support Line, whose contact details are at the end of this policy.

9.5 Staff who are the subject of a whistleblowing allegation:

(a) are entitled to be accompanied at any meetings by a Permitted Companion;

(b) are not entitled to know the identity of the whistleblower;

(c) are entitled to see and approve any final statements made by them as part of an investigation; and

(d) should indicate if they believe that the allegation made against them was false and if it was false whether it was made maliciously or with intent to damage the reputation of us or of any of our staff or for personal gain

10. RESPONSIBILITY FOR SUCCESS OF THIS POLICY

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

10.2 Our CEO and Responsible Officer have day-to-day operational responsibility for this policy, and must ensure that all managers and other staff who may deal with concerns or investigations under this policy receive regular and appropriate training.

PUBLIC INTEREST DISCLOSURE (WHISTLEBLOWING) POLICY

10.3 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 our Responsible Officer.

10.4 This policy will be made available to all employees and governors by way of the intranet and will be drawn to the attention of new employees and governors as part of their induction.

10.5 This policy will be circulated to all suppliers and will be published on our website.

11. CONTACTS

Chair of Audit Committee (“Responsible Officer”)	Kiran Chotai: kiran.chotai@avanti.org.uk
Accounting Officer/CEO	Nitesh Gor: ngor@avanti.org.uk
Public Concern at Work (Independent whistleblowing charity)	Helpline: (020) 7404 6609 Email: whistle@pcaw.co.uk Website: www.pcaw.co.uk
Teacher Support Network	Support Line 08000 855 088

Appendix 1 – Relevant Prescribed Persons

Certification Officer.	Fraud, and other irregularities, relating to the financial affairs of trade unions and employers' associations.
Charity Commissioners for England and Wales.	The proper administration of charities and of funds given or held for charitable purposes.
Commissioners of the Inland Revenue.	Income tax, corporation tax, capital gains tax, petroleum revenue tax, inheritance tax, stamp duties, national insurance contributions, statutory maternity pay, statutory sick pay, tax credits, child benefits, collection of student loans and the enforcement of the national minimum wage.
Comptroller & Auditor General.	The proper conduct of public business, value for money, fraud and corruption in relation to the provision of centrally-funded public services.
Director of the Serious Fraud Office.	Serious or complex fraud.
Environment Agency.	Acts or omissions which have an actual or potential effect on the environment or the management or regulation of the environment, including those relating to pollution, abstraction of water, flooding, the flow in rivers, inland fisheries and migratory salmon or trout.
Food Standards Agency.	Matters which may affect the health of any member of the public in relation to the consumption of food and other matters concerning the protection of the interests of consumers in relation to food.
Children's Commissioner	Matters relating to the views and interests of children.
Health and Safety Executive.	Matters which may affect the health or safety of any individual at work; matters, which may affect the health and safety of any member of the public, arising out of or in connection with the activities of persons at work.
Local authorities which are responsible for the enforcement of health and safety legislation.	Matters which may affect the health or safety of any individual at work; matters, which may affect the health and safety of any member of the public, arising out of or in connection with the activities of persons at work.
Information Commissioner.	Compliance with the requirements of legislation relating to data protection and to freedom of information.
Pensions Regulator	Matters relating to occupational pension schemes and other private pension arrangements including matters relating to the Regulator's

PUBLIC INTEREST DISCLOSURE (WHISTLEBLOWING) POLICY

	objective of maximising compliance with the duties under Chapter 1 of Part 1 (and the safeguards in sections 50 and 54) of the Pensions Act 2008 .
Office of Qualifications and Examinations Regulation.	Matters in relation to which the Office of Qualifications and Examinations Regulation exercises functions under the Apprenticeships, Skills, Children and Learning Act 2009
Local authorities	Compliance with the requirements of food safety legislation.
A Member of Parliament	All matters for which any other person is a prescribed person.

SICKNESS ABSENCE POLICY

M. SICKNESS ABSENCE POLICY

1. SCOPE OF SICKNESS ABSENCE POLICY

1.1 This policy is designed to establish a framework for the effective management of staff sickness absence taking into account both the welfare of employees by supporting them and our requirements to deliver an effective education to its pupils.

1.2 For the avoidance of doubt this policy may be used concurrently with our Capability policy and our Disciplinary policy.

1.3 If you are in your probationary period we may decide not to use this policy.

1.4 In this policy, “**Absence Contact**” means:

- (a) our CEO if you are a Headteacher;
- (b) your Headteacher if you are a member of the teaching staff or School Business Manager;
- (c) your Headteacher or the School Business Manager if you are a member of support staff;
- (d) our CEO if you are a member of central Trust staff; or
- (e) the Trust Chair if you are our CEO.

2. GENERAL PRINCIPLES

We expect every School to:

- (a) address sickness absence;
- (b) always monitor attendance;
- (c) ensure proactively that short term absences do not go unrecorded;
- (d) take swift supportive action if the absence is work related;
- (e) keep accurate, up to date, employee attendance records;

(f) develop and maintain an atmosphere and conditions that encourage people to come to work;

(g) deal with each person as an individual;

(h) handle attendance problems promptly and sensitively, in a supportive manner;

(i) treat all staff fairly and consistently;

(j) keep governors and our CEO informed about the School’s sickness absence rate;

(k) seek support and advice from its HR provider.

3. YOUR OBLIGATIONS

You are expected to:

(a) comply with the sickness notification process in place for your workplace;

(b) ensure medical advice and treatment, where appropriate, is received as quickly as possible in order to facilitate a return to work;

(c) take and follow the medical advice and treatment offered;

(d) keep in regular reasonable touch (consistent with your medical condition) and inform your Absence Contact of any significant developments affecting the period of absence, and

(e) attend medical appointments promptly.

4. SICKNESS NOTIFICATION

4.1 You must notify us of your sickness absence in accordance with the process adopted at your workplace which will ordinarily be by 7am on a School Day.

4.2 Brief details of the reason for absence and, if possible, some indication of a return to work date should be given

SICKNESS ABSENCE POLICY

- during this contact. Ideally, the position in relation to current workload should be discussed in order to help us make appropriate cover arrangements.
- 4.3 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.
- 4.4 If you fall ill during the working day you may only leave work after notifying your line manager or other senior person.
- 4.5 If you are still unfit for work after three successive working days you must once again inform your Absence Contact on the fourth day as to the likely duration of the absence.
- 4.6 You are required to complete a self-certificate to cover every day of absence, including half days.
- 4.7 A doctor's Statement of Fitness for Work must be provided by all staff where sickness absence lasts beyond 7 calendar days. The doctor's statement must be forwarded to your Absence Contact to reach them on or before the eighth day of absence.
- 4.8 If more than one doctor's statement is required for any period of absence, you must keep your Absence Contact informed of developments on a weekly basis. This is to ensure that our educational needs are fulfilled and to give you the opportunity to indicate if there are any ways in which we can support you and to give you the opportunity (if you wish it) to be kept up to date with developments at work.
- 4.9 The requirement for weekly contact may be relaxed if a doctor's Statement of Fitness for Work indicates that such contact would inhibit your return to work or by agreement with you.
- 5. RETURN TO WORK DISCUSSIONS**
- 5.1 After every absence your Absence Contact must, before you begin to undertake duties, discuss with you:
- (a) the reasons for your absence (see 5.5 below);
 - (b) the appropriate notification has been completed;
 - (c) your fitness to work; and
 - (d) whether there are any issues which require particular support from us.
- 5.2 A record of this discussion should be placed on your personnel file.
- 5.3 Your Absence Contact may use the return to work discussion as an opportunity to bring you up to date with developments at work during your absence.
- 5.4 It is expected that a return to work discussion would normally last no more than 10 minutes.
- 5.5 If you consider the reason for your absence is medically sensitive you may instead disclose the reason for your absence to the Business Manager or Chief Financial Officer.
- 6. OCCUPATIONAL HEALTH REFERRAL**
- 6.1 We may at any time refer you to Occupational Health for an assessment of:
- (a) your health;
 - (b) its impact on your attendance or on your punctuality;
 - (c) its impact, if any, on any alleged misconduct;
 - (d) its impact on your fitness to perform the duties required by your employment;
 - (e) its impact on your ability to attend formal meetings or interviews under

SICKNESS ABSENCE POLICY

this or any other policy particularly in the light of the guidance at page 20 of the **Health and Work Handbook** produced by the Faculty of Occupational Medicine, Royal College of General Practitioners, Society of Occupational Medicine (<http://www.rcgp.org.uk/pdf/healthandworkhdbook.pdf>); and

- (f) what steps we could take to improve your health and/or attendance.
- 6.2 You are required to cooperate with such referrals.
- 6.3 If you decide not to engage with the Occupational Health referral we will

proceed to make decisions without the benefit of your input.

- 6.4 Before making any decision to dismiss on notice under this Sickness Absence policy we will have referred you for at least one occupational health assessment.
- 6.5 There is no right of appeal against a referral to Occupational Health.

7. ABSENCE REVIEWER AND APPEAL MANAGER

The table below sets out the normal level of delegation for dealing formally with absence due to sickness or ill health.

<i>Your Level</i>	<i>Absence Reviewer</i>	<i>Appeal Manager</i>
School's Headteacher	Chair of School Governors or a person nominated by our CEO	Our CEO or nominee
Other School Leadership Spine	School's Headteacher	Chair of School Governors or nominee
Other School Staff	School's Headteacher or their nominee	School's Headteacher or Chair of School's Governors if the Headteacher is the Absence Reviewer
Non-School Trust staff other than CEO	Our CEO or nominee	Trust Chair or nominee
Our CEO	Our Chair or nominee	Trust Board

8. PERSISTENT INTERMITTENT ABSENCE

proper monitoring systems and effective management action.

- 8.1 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 unconnected.
- 8.2 Managerial problems are created by the frequency of the absence and the reasons behind the absence. It can only be addressed effectively through

Triggers

- 8.3 Whilst each case of sickness absence should be considered individually (for example where the absence is unlikely to recur no Formal Absence Review Meeting would be appropriate), the following triggers will normally lead to a Formal Absence Review Meeting:

SICKNESS ABSENCE POLICY

- (a) sickness absence of 8 or more working days in any 12 month period, accrued over 3 periods of absence or more;
- (b) sickness absence of 5 or more working days accrued over 2 or more periods of absence in any 6 month period;
- (c) two periods of sickness absence both lasting 4 or more days in any 12 month period; or
- (d) 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.

9. LONG TERM ABSENCE

- 9.1 Long-term absence occurs where you are absent from work for at least 4 weeks as the result of a serious health problem. It can normally be distinguished from frequent intermittent absence in that it tends to be continuous and usually can be traced to an underlying medical condition. In addition to Formal Absence Review Meetings there may be informal monitoring meetings with your line manager and/or a member of the senior leadership team, particularly around phased returns to work or consideration of ill health retirement.

Trigger

- 9.2 An absence lasting 4 working weeks will normally lead to a Formal Absence Review Meeting. This may be delayed depending on the nature of the illness.

10. FORMAL ABSENCE REVIEW MEETINGS

- 10.1 At least 5 working days before a Formal Absence Review Meeting, the Absence Reviewer shall send you an Absence Report:

- (a) setting out your absences from work indicating the reasons given for the absence;
- (b) setting out any suggestions made by you or us for support to make reasonable adjustments to working arrangements that could reduce your absence or assist your return to work; and
- (c) including copies of self-certificates, Statements of Fitness to Work from your doctor and all medical reports including those from Occupational Health.

- 10.2 At a Formal Absence Review Meeting you will have the opportunity to:

- (a) present any medical evidence in your possession or other evidence referring to any other underlying cause;
- (b) make suggestions about managing your return to work including any phased return to work or change in hours; and
- (c) make suggestions of support or other reasonable adjustments that could be made.

11. FORMAL RESPONSES

- 11.1 The Absence Reviewer may (in addition to making a further occupational health referral) undertake the following formal responses:

Reasonable adjustments to working arrangements

These will vary on a case by case basis depending on the medical condition identified e.g. phased return to work, change in work station, support of a colleague, counselling.

A First Written Caution

- (a) in the context of a persistent intermittent absence a First Written Caution is a caution that if you are

SICKNESS ABSENCE POLICY

absent from work for four or more days in the period of the next six months, you will be at risk of a Final Written Caution.

- (b) In the context of a long term sickness absence a First Written Caution is a caution that if you are not fully back to work within between 6-12 working weeks there will be a further Formal Absence Review Meeting. The precise number of working weeks will be set by reference to the available medical evidence.

A Final Written Caution (only if you have breached a First Written Caution)

- (a) In the context of a persistent intermittent absence this is a caution that if you are absent from work for 2 or more days (other than on authorised leave) in the period of the next four months you may be at risk of a dismissal.
- (b) In the context of long term sickness absence this is a caution that if you are not fully back to work within between 4-12 working weeks you will be referred to the Final Absence Reviewer which could lead to termination of employment. The precise number of working weeks will be set by reference to the available medical evidence.

11.2 The Absence Reviewer may undertake the following response, only after you have breached a Final Written Caution:

Dismissal with Notice

In coming to such a decision in relation to a case of persistent intermittent absence the Absence Reviewer will consider:

- (a) the total absence and pattern of absence;
- (b) the available medical prognosis;

- (c) advice from occupational health;
- (d) the reasons advanced for the absence;
- (e) how long you have worked for us;
- (f) what additional demands has the persistent intermittent absence generated for other employees and the School;
- (g) whether other reasonable adjustments have been considered; and
- (h) whether other reasonable adjustments have been made and if so whether they were effective.

In coming to such a decision in relation to a case of long term absence the Absence Reviewer will consider:

- (a) the available medical prognosis;
- (b) advice from occupational health;
- (c) is complete recovery likely and, if so, when;
- (d) how long you have worked for us;
- (e) what additional demands has the absence generated for other employees;
- (f) whether alternative employment or a transfer is available, suitable and acceptable;
- (g) whether Ill-Health Retirement under the LGPS or TPS has been explored;
- (h) whether other reasonable adjustments have been considered; and
- (i) whether other reasonable adjustments have been made and if so whether they were effective.

11.3 You may appeal against a written caution by writing to the Clerk within 5 working days of being sent the caution.

SICKNESS ABSENCE POLICY

- 11.4 You may appeal against a dismissal on notice by writing to the Clerk within 5 working days of being sent the notification of termination.
- 11.5 The fact of the appeal does not delay the commencement of any period under any caution or of any notice period.
- 11.6 If your contract contains a payment in lieu of notice clause we may exercise that clause to bring your contract to an end with immediate effect.

- 11.7 Any appeal against a caution should normally be heard by the Appeal Manager within 10 working days of the Clerk receiving your appeal, and 20 working days for an appeal against dismissal.

12. PERMITTED COMPANION

You may bring a Permitted Companion to any Formal Absence Review Meeting.

STAFF PENSIONS DISCRETIONS

N. STAFF PENSIONS DISCRETIONS

1. SCOPE

1.1 This policy applies to all Administering Authorities for the various LGPS funds where we are "Scheme Employer" in relation to the LGPS.

1.2 In accordance with Regulation 60 of the Local Government Pension Scheme Regulations 2013 (the "2013 Regulations"), we must prepare a written statement of our policy in relation to the exercise of our functions under Regulations:

- (a) 16(2)(e) and 16(4)(d) (funding of additional pension);
- (b) 30(6) (flexible retirement);
- (c) 30(8) (waiving of actuarial reduction); and
- (d) 31 (award of additional pension).

1.3 In addition and in accordance with Paragraphs 2(2) of Schedule 2 to the Local Government Pension Scheme (Transitional Provisions, Savings & Amendment) Regulations 2014 we must also prepare a written statement on whether, in respect of benefits relating to pre 1st April 2014 membership, to 'switch on' the 85 year rule for a member who voluntarily retires (leaves employment) and elects to draw their benefits on or after the age of 55 and before the age of 60 thereby agreeing to waive in full or part any actuarial reduction applied to the member's benefits.

1.4 In accordance with Regulation 14 of the Local Government Pension Scheme (Discretionary Payments) (Injury Allowances) Regulation 2011, we must formulate, publish and keep under review the policy that we apply in the exercise of our discretionary powers to make any award under the Regulations. The statements at Paragraphs 1.2., 1.3 and 1.4 are collectively the **LGPS Statement**.

1.5 We must send a copy of our LGPS Statement to the Administering Authority and must publish it, which we will do on our internal website.

1.6 We must keep our LGPS Statement under review and make such revisions as are appropriate following a change of policy. We will review it in March each year.

1.7 Where a revision to the LGPS Statement is made, we must send a copy of the revised version to relevant Administering Authority before the expiry of one month beginning with the date that any such revision is made. We must also publish the revised version.

1.8 In preparing, or reviewing and making revisions to the LGPS Statement, we must have regard to the extent to which the exercise of our discretionary functions could lead to a serious loss of confidence in the public service.

1.9 Whilst it is compulsory for us to prepare the LGPS Statement, there are a number of other discretions available to us which do not require such a statement of policy to be made. We have decided to make a statement of policies in relation to these matters.

1.10 In addition we have added to this policy a statement about discretions associated with the Teachers' Pension Scheme.

1.11 Whenever we exercise a discretion in relation to the LGPS or employees eligible to join the LGPS, to the TPS or employees eligible to join the TPS, we do not intend to create any custom or practice fettering our future exercise of that discretion.

2. TEACHERS' PENSIONS DISCRETIONS

2.1 We have discretions under Part V of the Teachers (Compensation for Redundancy and Premature

STAFF PENSIONS DISCRETIONS

Retirement) Regulations 1997 to pay discretionary compensation by way of an additional pension and lump sum under the TPS.

2.2 This discretion will be exercised on a case by case basis by our CEO.

2.3 In relation to redundancy payments to teachers, our policy is to pay only statutory redundancy pay, capped in accordance with the Employment Rights Act 1996. Any deviation from this policy must be approved by our CEO.

3. LGPS SCHEME EMPLOYER DECLARATION

We declare that we will keep the LGPS Statement under review and publish the statement (and any amendments made thereto) in a place that is easily accessible to all of our employees eligible to join the LGPS and that we will provide to the Administering Authority the most up to date version of the statement at all times.

4. LGPS REGULATIONS 2013

4.1 Regulation 16 Funding Additional Pension Contributions

(a) Regulation 16 allows us to choose to pay Additional Pension Contributions under one of three options:

(i) Option 1: to buy extra pension;

(ii) Option 2: to buy "lost" pension for unpaid leave of absence or unpaid child related leave;

(iii) Option 3: to buy "lost" pension due to a strike.

(b) We have considered in what (if any) circumstances it would consider funding such Additional Pension Contributions in whole or in part.

(c) We have determined that as such funding is not mandatory and that we have a duty to use tax payers' money

prudently, we will never fund an Additional Pension Contribution.

4.2 Regulation 30(6) – Flexible Retirement

(a) An active member who has attained the age of 55 or over and who with our agreement reduces their working hours or grade of employment may, with our further consent, elect to receive immediate payment of all or part of the retirement pension to which they would be entitled in respect of that employment as if that member were no longer an employee in local government service on the date of the reduction in hours or grade (adjusted by the amount shown as appropriate in actuarial guidance issued by the Secretary of State – (see 3.3 below)).

(b) As part of any agreement to permit flexible retirement decision, we must consider whether, in addition to the benefits the member may have accrued prior to 1 April 2008 (which the member must draw), to permit the member to choose to draw all, part or none of the pension benefits they built up after 31 March 2008 and before 1 April 2014 and all, part or none of the pension benefits they built up after 1 April 2014.

(c) Our policy is to consider a request for flexible retirement under the LGPS on its merits which include:

(i) whether the financial cost to us is reasonable and sustainable;

(ii) whether there is no detrimental impact on the service.

(d) Approval for such flexible retirement must be given by a panel of at least three Directors, with an appeal against the result to the remaining Directors.

STAFF PENSIONS DISCRETIONS

4.3 Regulation 30(8) – Waiving of Actuarial Reduction

- (a) Where we consent to flexible retirement under regulation 30(6) and to the immediate release of benefits in respect of an active member who is aged 55 or over, those benefits must be adjusted by an amount shown as appropriate in actuarial guidance issued by the Secretary of State (commonly referred to as actuarial reduction or early payment reduction).
- (b) We may agree to waive in whole or in part (and at our own cost) any actuarial reduction that may be required by the Scheme Regulations.
- (c) We have decided that we will never consent to waive the actuarial reduction (either in whole or in part).

4.4 Regulation 31 – Award of Additional Pension

- (a) We have power to resolve to award:
 - (i) an active member, or
 - (ii) a member who was an active member but dismissed by reason of redundancy, or business efficiency, or whose employment was terminated by mutual consent on grounds of business efficiency,

additional annual pension of, in total (including any additional pension purchased by us under Regulation 16), not more than the additional pension limit (£6,500 from 1st April 2014 subject to annual increase in line with the Pensions (Increase) Act 1971).

- (b) Any additional pension awarded is payable from the same date as any pension payable under other provisions of the Regulations from the account to which the additional pension is attached.

- (c) In the case of a member falling within sub-paragraph 3.4.1 (b) above, the resolution to award additional pension must be made within 6 months of the date that the member's employment ended.
- (d) We have decided that we will never resolve to make any award of additional pension under Regulation 31.

4.5 Regulation 9(1) & (3) – Contributions

- (a) **The employee contribution rates 1 April 2016 – 31 March 2017 are:**

Pensionable Pay Range	Contribution Rates
Up to £13,600	5.5%
£13,601 - £21,200	5.8%
£21,201- £34,400	6.5%
£34,401 - £43,500	6.8%
£43,501 - £60,700	8.5%
£60,701 - £86,000	9.9%
£86,001 - £101,200	10.5%
£101,201- £151,800	11.4%
£150,001 plus	12.5%

- (b) Where an active member changes employment or there is a material change which affects the member's pensionable pay during the course of a financial year, we may determine that a contribution rate from a different band (as set out in Regulation 9(2)) should be applied.
- (c) Where we make such a determination we shall inform the member of the revised contribution rate and the date from which it is to be applied.

STAFF PENSIONS DISCRETIONS

- (d) We have determined to set employee contribution costs at 1 April each year and make no changes throughout the year (this means employees may be overpaying or underpaying).
- 4.6 **Regulation 17(1) – Shared Cost Additional Voluntary Contributions**
- (a) An active member may enter into arrangements to pay Additional Voluntary Contributions (AVCs) or to contribute to a Shared Cost Additional Voluntary Contribution arrangement (SCAVCs) in respect of an employment. The arrangement must be a scheme established between the appropriate administering authority and a body approved for the purposes of the Finance Act 2004, registered in accordance with that Act and administered in accordance with the Pensions Act 2004.
- (b) We need to determine whether or not we will make contributions to such an arrangement on behalf of its active members.
- (c) We have determined not to make contributions to any SCAVA arrangement.
- 4.7 **Regulation 22 (7) and (28) – Merging of Deferred Member Pension Accounts with Active Member Pension Accounts**
- (a) A deferred member's pension account is automatically aggregated with their active member's pension account unless the member elects within the first 12 months of the new active member's pension account being opened to retain their deferred member's pension account.
- (b) We can, at our discretion, extend the 12 month election period.
- (c) We will agree to any request by an active member provided that there is no financial risk to us.
- 4.8 **Regulation 100(6) – Inward Transfers of Pension Rights**
- (a) A request from an active member to transfer former pension rights from a previous arrangement into the LGPS as a result of their employment with an LGPS Employer must be made in writing to the administering authority and us before the expiry of the period of 12 months beginning with the date on which the employee first became an active member in an employment (or such longer period as we and the Administering Authority may allow).
- (b) We have determined that we will accept transfers in beyond the 12 month deadline where there is no financial risk to us and subject to the administering authority's agreement.
- 4.9 **Regulation 21(5) – Assumed Pensionable Pay**
- (a) We need to determine whether or not to include in the calculation of assumed pensionable pay, any 'regular lump sum payment' received by an LGPS member in the 12 months preceding the date that gave rise to the need for an assumed pensionable pay figure to be calculated.
- (b) Assumed pensionable pay is calculated when a member:
- (i) enters a period of reduced contractual pay or no pay due to sickness or injury;
 - (ii) is absent during a period of child related leave;
 - (iii) is absent in reserve forces service leave;

STAFF PENSIONS DISCRETIONS

- (iv) retires with an entitlement to a Tier 1 or Tier 2 ill health retirement; or
- (v) dies in service.
- (c) Our policy is that each case will be examined at the appropriate time subject to affordability.

4.10 **Regulation 19(2) – Exclusion of Rights of Return of Contributions**

- (a) Under certain circumstances LGPS members are entitled to a refund of contributions.
- (b) However when a person leaves an employment because of an offence of a fraudulent character or because of a grave misconduct in connection with that employment we may direct payment out of the Pension Fund of a sum equal to all or part of the member's contributions to the member, the member's spouse, civil partner, cohabiting partner or any of the member's dependents.
- (c) Our policy is that we will consider any such situation on its merits.

4.11 **Regulation 201(b) – Meaning of Pensionable Pay**

Only payments explicitly referred to in an LGPS member's contract of employment count as pensionable emoluments.

4.12 **Regulation 37(3) & (4) – Tier 3 Ill Health Retirement**

- (a) When an LGPS member becomes permanently incapable of undertaking the duties of their employment and the Independent Registered Medical Practitioner (IRMP) certifies a Tier 3 ill health retirement, the member's accrued benefits come into payment immediately, without enhancement, for up to a maximum period of three years, with a review taking place after 18 months.

- (b) The LGPS member is required to inform us upon starting any employment whilst those benefits are in payment and to answer any reasonable questions about the employment status including details of pay and hours worked.

- (c) If we determine that the LGPS member has entered into gainful employment or the LGPS member fails to answer the questions raised by us, we may determine to cease payment of the Tier 3 benefit and to recover any payment made in respect of any period it determines that the member has been in gainful employment.

- (d) Gainful employment means paid employment for not less than 30 hours in each week for a period of not less than 12 months.

- (e) Our policy will be to cease such payments and to recover any payments made for gainful employment.

4.13 **Regulation 38(3) & (6) – Early payment of retirement pension on ill health grounds: deferred and deferred pensioner members**

- (a) A deferred member (or deferred pensioner member) who, because of ill health or infirmity of mind or body, becomes permanently incapable of discharging efficiently the duties of the employment they were engaged in at the date they became a deferred member and who is unlikely to be capable of undertaking gainful employment before normal pension age, or for at least three years, whichever is sooner, may ask to receive immediate payment of their deferred benefits regardless of their age.

STAFF PENSIONS DISCRETIONS

- (b) Under these circumstances the deferred member must make a request in writing to us as their former LGPS employer who, having obtained a certificate from their Independent Registered Medical Practitioner (IRMP) setting out their opinion as to whether or not the former employer meets the qualifying conditions for 'ill health retirement', may or may not agree to the release of the deferred benefits.
- (c) Our policy is to consider each request on its merits, which include affordability.
- 4.14 **Regulations 91, 92, 93 & 95 – Forfeiture of pension rights after conviction for employment-related offences etc**
- (a) If an LGPS member is convicted of a relevant offence committed in connection with an employment because of which the person has left that employment, we may apply to the Secretary of State for the issue of a forfeiture certificate and it is our policy that we will do so.
- (b) Where such a forfeiture certificate is issued, we may direct that any of the member's rights under the Regulations are forfeited and will do so. We must serve a notice of our decision to make a direction on the member.
- (c) We can also decide whether to direct interim payments of the Pension Fund to anyone that they consider to be entitled to receive payment of a benefit from the LGPS as if no forfeiture direction was given.
- (d) We can also consider whether or not to recover from the Pension Fund any monetary obligation or, if less, the value of the member's benefits, where the obligation was incurred as a result of a grave misconduct or a criminal, negligent or fraudulent act or omission in connection with the employment.
- (e) Our policy is to consider each issue on its merits, which include affordability.
- 5. Local Government Pension Scheme (Transitional Provisions and Savings) Regulations 2014 Schedule 2 – paragraphs 2 and 3**
- 5.1 Where an LGPS member retires or leaves employment and elects to draw their benefits at or after the age of 55 and before the age of 60 those benefits will be actuarially reduced unless we agree to meet the full or part cost of those reductions as a result of the member otherwise being protected under the 85 year rule as set out in previous LGPS Regulations.
- 5.2 So as to avoid the member suffering the full reduction to their benefits we could 'switch on' the 85 year rule protections thereby allowing the member to receive fully or partly unreduced benefits but subject to us paying a strain (capital) cost to the Pension Fund.
- 5.3 We have decided that we will never agree to 'switch on' the 85 year rule.
- 6. Local Government (Discretionary Payments) Injury Allowance Regulations 2011**
- 6.1 **Regulation 4(5) Discretionary Allowance for Permanent Incapacity**
- In the event that an employee to whom an allowance for permanent incapacity is paid secures gainful employment we will suspend or discontinue the allowance.
- 6.2 **Regulation 6(1) Allowance for pensioners**
- We will not pay an allowance on cessation of employment.

STAFF PENSIONS DISCRETIONS

6.3 Regulation 7(2) Death Benefits

We will not make an allowance or payment of death benefits.

7. **Local Government (Early Termination of Employment) (Discretionary Compensation) Regulations 2006**

7.1 Regulation 5 Statutory Redundancy Payments

We will not increase the amount of a statutory redundancy payment to persons eligible to join the LGPS so that the limit of a week's pay used in the calculation of the redundancy payment (**currently £479**) is retained.

7.2 Regulation 6 Discretionary Compensation

- (a) Where an employee eligible to join the LGPS is made redundant and does not receive additional payments under

the 2013 Regulations or additional membership under the Regulations we have the discretion to offer up to 104 weeks' compensation.

- (b) We will never use this discretion.

7.3 Regulation 74 – Applications for Adjudication of Disagreements

We appoint Kirit Patel, our Chief Financial Officer as Adjudicator under Regulation 72 of the LGPS Regulations 2013 to consider applications from any person whose rights or liabilities under the LGPS are affected by:

- (a) a decision under regulation 72 (first instance decisions); or

- (b) any other act or omission by us,

and to make a decision on such applications.

STAFF RECRUITMENT AND EXIT POLICY

O. STAFF RECRUITMENT AND EXIT POLICY

1. INTRODUCTION

1.1 This policy sets out our requirements for all our Schools and Headteachers to follow when recruiting employees and the process to take on the exit of employees.

1.2 It does not apply to the hiring of **agency workers**. The School must have in place a process to ensure that any agency supplying staff to it has confirmed that it has conducted the checks at Paragraphs 13-19 and 21 below and verify that the person for whom the checks has been conducted is the person who has turned up for work.

2. IDENTIFYING THE VACANCY

2.1 Each Local Governing Body should produce a Staffing Structure for approval by our Board.

2.2 The School may advertise for any vacant posts on Board-approved Staffing Structure.

2.3 If the School wishes to advertise for a post (which includes any TLR) not on the current Board-approved Staffing Structure it must obtain approval from the Chief Executive Officer..

3. ADVERTISING THE JOB

3.1 Except with the permission of our CEO (or as allowed under any Workforce Re-Organisation), all vacant posts must be advertised internally and externally.

3.2 Internal advertisement includes ensuring that any vacancies are drawn to the attention of employees who are on leave and to fixed-term employees, part-time employees and agency workers. This can be achieved by:

a) Emailing all staff with details of the vacancy;

b) Writing to those staff on leave (across the Trust and not just the School), with details of the vacancy;

c) Placing an advert on the staff room noticeboard;

d) Placing details of the vacancy on all our School and Trust intranets; and

e) Placing details of the vacancy on all our Schools' websites and Trust website.

3.3 In addition to those activities the School can at its discretion place external adverts for vacancies with appropriate national and local print and on-line media.

3.4 In selecting appropriate media the School may advertise in media accessed by groups who are under-represented in our workforce as a means of lawful positive action.

3.5 As set out in our Teachers' Pay policy any vacant posts for classroom teachers will be advertised as being between the minimum of the Main Pay Range and the Maximum of the Upper Pay Range by reference to the values in Appendix 1 to the Teachers' Pay Policy.

3.6 As set out in our Teachers' Pay policy the range for a Leadership role will be set by our Chief Executive Officer and will ordinarily be a 7 point range for Headteachers and a 5 point range for other employees on the Leadership Pay Range. These ranges should be advertised.

3.7 For support staff the School should advertise the rate for the role as set out in the support staff pay scales adopted by the Local Governing Body. We will over time seek to harmonise the support staff pay scales in use across the country.

STAFF RECRUITMENT AND EXIT POLICY

3.8 No School may advertise that a role is reserved for any person with a protected characteristic under the Equality Act 2010 unless prior approval for the text of the advert has been obtained from our CEO or Chief Financial Officer.

3.9 Every advert (whether internal or external) must include the following wording:

“As this role will involve contact with children we will take up at least two references before interview asking about your suitability to work with children. Any job offer will be conditional on you having a satisfactory Enhanced Disclosure & Barring Service Criminal Records Check and Barred List Check, having the legal right to work in the UK and having satisfactory overseas criminal records checks if deemed necessary.”

3.10 The School should ensure that either the advert links to a person specification (showing essential and desirable characteristics for the ideal candidate) and a job description of the role or that candidates who have expressed an interest in the role are sent copies of those documents.

4. APPLYING FOR THE JOB

4.1 All candidates for jobs (whether internal or external) shall be required to complete our common application

form which will be available on our website.

4.2 We request the contact details of two referees from all applicants (including internal candidates): their current or immediately previous employer and a second employer. If an applicant has not been employed, we will ask the applicant to provide contact details for an academic and a character referee.

4.3 The common application form will be on the Trust’s website.

4.4 We will not accept C.Vs.

5. SHORTLISTING

5.1 The Headteacher, School Business Manager, CEO, Chief Financial Officer and Director of Education must have completed training on safer recruitment within the last three years.

5.2 Anyone involved in shortlisting must withdraw from the process immediately if it becomes apparent that a Connected Person (as defined in our Personal Integrity Policy) has applied for the role.

5.3 Once the deadline for applications for the following roles has passed the following people shall assess all the application forms against the essential and desirable criteria in the Person Specification.

<i>Advertised Role</i>	<i>Primary Shortlister</i>	<i>At least two Shortlisters from:</i>
Teaching Staff	School’s Headteacher	Business Manager, Governor, Leadership Team member
Support Staff	School’s Business Manager	Headteacher, Governor, Leadership Team member
Leadership Team (other than Headteacher) & Business Manager	School’s Headteacher	Chair of Governors, our Director of Education, or our Chief Financial Officer

STAFF RECRUITMENT AND EXIT POLICY

Headteacher or Non-School Trust Staff	Our CEO	Chair of Governors, our Director of Education, or our Chief Financial Officer
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5.4 There should be no more than 6 people on a shortlist. Only if there is one application may there be a shortlist of one.

5.5 The Shortlisters will agree the structure of the assessment process.

6. CALLING THE CANDIDATES FOR ASSESSMENT

Each shortlisted candidate will be:

- (a) invited to the assessment process;
- (b) given an opportunity to visit the School before the assessment; and
- (c) informed in general terms of the structure and timings of the assessment process.

7. TAKING UP REFERENCES PRE-ASSESSMENT

7.1 The Primary Shortlister will write to the named referees of each shortlisted candidate (including internal candidates) asking them to complete our common pre-employment reference questionnaire, a copy of which will be on our Trust Website.

7.2 References must be obtained direct from the referee. We will not rely on references provided by candidates or an open reference (“to whom it may concern”), as there is no way of checking authenticity and accuracy.

7.3 Information contained within a reference is highly confidential and will not be disclosed to any person not involved in the recruitment process. References for unsuccessful candidates will be retained for 12 months in the event of any legal challenge and will then be destroyed.

7.4 We do not accept or request oral or telephone references.

7.5 We must though verify with the referee by telephone that they have provided the reference to ensure that forged references are not being used.

8. GAP ANALYSIS

8.1 The Primary Shortlister must prior to the assessment day, analyse the education and employment history of each shortlisted candidate to identify if there are any periods of time where the candidate has not indicated what they were doing. This Gap Analysis may reveal periods where the candidate acted so as not to be suitable to work with children.

8.2 The Primary Shortlister should bring the Gap Analysis to the assessment and ensure that any gaps are satisfactorily explained which may involve making contact with named organisations to establish if the newly supplied information is accurate. For example this may involve writing to previous employers to confirm the dates of employment and the reason for leaving.

8.3 The Gap Analysis will also check that all questions asked have been answered and that any vacancies.

9. ASSESSING SHORTLISTED CANDIDATES

9.1 The assessment process will have been designed by the shortlisters. In addition to a final interview it may involve:

- (a) a lesson observation (which must be at least Good to allow the candidate to proceed further in the assessment process);

STAFF RECRUITMENT AND EXIT POLICY

- (b) feedback from pupils on the observed lesson;
- (c) an in-tray exercise;
- (d) a pupil data exercise;
- (e) an interview by pupils, reporting back to the Primary Shortlister;
- (f) a presentation;
- (g) an interview with other relevant stakeholders;
- (h) a specific interview about any issues raised by the Gap Analysis or response to our reference requests.
- (i) a psychometric test; and
- (j) for leadership roles a video-recorded interview.

9.2 In the final interview the Primary Shortlister must ensure that at least one question relating to child protection is asked, in accordance with the specialist safer recruitment training.

9.3 The **Assessment Panel** must comprise the Primary Shortlister and at least one other person who either was or could have been a shortlister for that role.

10. DECIDING TO APPOINT

10.1 It is our firm policy that it is better to have an ongoing vacancy than to appoint an unsuitable candidate. If the Assessment Panel is not unanimous in supporting an appointment then ordinarily there would be no appointment.

10.2 The Primary Shortlister should ensure that all the notes taken by the Assessment Panel are collected and retained on file for at least 12 months in case of a legal challenge under the Equality Act by a candidate not appointed.

10.3 The Assessment Panel must have seen at least two references which they unanimously consider to be satisfactory and have confirmed as such in writing or by email.

10.4 The Assessment Panel must also agree the starting salary to be offered to the successful candidate. For classroom teachers this must follow Section 5 of our Teachers' Pay Policy. For Leadership or Learning Practitioner roles this must be within the advertised (and Board-approved) 5 point pay range unless explicit written approval is obtained from the Chief Financial Officer.

11. OFFERING THE JOB

The successful candidate will be made a formal offer of employment in writing which must subject to receipt of a number of pre-employment checks, which must be deemed satisfactory before a Contract of Employment will be issued.

12. POST-OFFER/ PRE-CONTRACT CHECKS

The pre-employment checks are as follows:

- (a) at least two satisfactory confidential references (which ought to have been seen prior to the assessment process) and any further references sought following up on earlier references or the Gap Analysis;
- (b) verification of identity and qualifications;
- (c) an Enhanced DBS Criminal Records Check;
- (d) a DBS Barred List Check;
- (e) an Teacher Services' Check www.gov.uk/guidance/teacher-status-checks-information-for-employers for Teacher Prohibition Orders and Section 128 directions as well as QTS status and induction status;

STAFF RECRUITMENT AND EXIT POLICY

- (f) any overseas criminal records checks if relevant;
- (g) verification of entitlement to work in the UK; and
- (h) a health check to ensure mental and physical fitness to work in a school setting as required by the **Independent Schools Standards 2014**.

13. REFERENCES

- 13.1 Applicants **cannot** start working for us unless their references have been checked and deemed satisfactory together with the other pre-employment checks.
- 13.2 Under the Data Protection Act 1998, employees are not entitled to view references given in confidence by their employer or former employer. A candidate could apply to us for a copy of the reference which we received. However, disclosure of the reference would entail disclosure of its author's identity. If any such request is received, we will seek permission from the current or former employer for the reference to be disclosed. If permission is refused, we will consider whether we should still disclose all or part of the reference under the 1998 Act (including redacting any opinions or the identity of the referee).

14. VERIFICATION OF IDENTITY AND QUALIFICATIONS

- 14.1 It is our policy to verify the candidate's identity by checking and copying at least one form of visual identity, preferably their current passport.
- 14.2 It is our policy to ask to see originals of academic qualifications referred to in the application form.

15. ENHANCED DBS CRIMINAL RECORD CHECK

- 15.1 It is our policy that an employee cannot commence work at all unless either
- (a) a satisfactory Enhanced DBS Criminal Record Check has been received; or
 - (b) the employee has worked in the three months before their start date with us:
 - (i) in a school in England which brought them into close contact with children or
 - (ii) in a college in England in a position which involved the care.
- 15.2 In the event that a check discloses a criminal record an offer to appoint can only be made with our Chief Finance Officer's express prior approval.

16. DBS BARRED LIST CHECK

It is our policy that an employee cannot commence work at all unless a clean Barred List Check has been received. It is a criminal offence for us to employ someone we knew or have reason to believe to be barred from working with children.

17. TEACHERS SERVICES CHECK

- 17.1 It is our policy that a teacher (whether or not employed to teach with us) cannot commence work at all unless a clean Teacher Services Check has been obtained. This check will reveal if the teacher has:
- (a) Qualified Teacher Status;
 - (b) completed their induction;
 - (c) failed their induction or probation period;
 - (d) an active teaching restriction;
 - (e) been the subject of an investigation by the National College leading to a decision by the Secretary of State not to impose of prohibition order;
 - (f) been prohibited from teaching in England;

STAFF RECRUITMENT AND EXIT POLICY

- (g) a suspension or conditional order imposed by the GTCE which is still current; and
- (h) A restriction imposed by another European Economic Area regulating authority for teachers.

17.2 If the teacher has worked in Scotland Wales or Northern Ireland the School must make further checks with the GTCS, GTCW and GTCNI as appropriate. These checks must be satisfactory.

18. OVERSEAS CRIMINAL RECORDS

18.1 It is our policy that if there is evidence that a successful candidate has lived or worked in a jurisdiction outside the UK as an adult for more than 3 months we should:

- a) initiate an overseas criminal records check in each such jurisdiction; and
- b) initiate further reference requests in relation to any employer identified at that time.

18.2 Details of how to make overseas applications are set out by the Home Office:

www.gov.uk/government/publications/criminal-records-checks-for-overseas-applicants

19. VERIFICATION OF LEGAL RIGHT TO WORK IN THE UK

19.1 The School is at risk of a fine of up to £20,000 per person us to employ anyone who does not have the right to work in the UK. This can include students with expired visas, students working more hours than they are allowed to, people on just a visitor's visa.

19.2 The Home Office has issued several documents and codes of practice to employers which the Primary Shortlister should familiarise themselves with:

www.gov.uk/government/collections/employers-illegal-working-penalties

19.3 This includes the list of acceptable documents which must be obtained, checked and copied **before they commence work for us**, a list of EEA countries and guidance on avoiding race discrimination claims in making these enquiries.

19.4 If a person cannot show valid documents we must contact the Home Office's Employer Checking Service.

20. SINGLE CENTRAL RECORD

20.1 For all employees we must keep a Single Central Record identifying the dates when the checks set out at Paragraphs 14 -19 above were completed and the DBS check certificate numbers.

20.2 The documents at Paragraphs 14-19 and 21 should be retained on the employee's personnel records.

20.3 The Single Central Record will also contain information relating to volunteers, governors and contractors as set out in our Child Protection and Safeguarding policies.

21. HEALTH CHECK

21.1 We have an obligation under the **Education (Independent School Standards) (England) Regulations 2014** to be satisfied that a prospective employee is medically fit for work in a school setting.

21.2 Because of this legal requirement we are entitled to ask questions in the application form and in the assessment process about a person's health and its impact on their ability to fulfil the role.

21.3 Prior to commencement of employment each school should make its own arrangements to have applicants complete a confidential medical questionnaire to be sent to

STAFF RECRUITMENT AND EXIT POLICY

their Occupational Health Adviser who will in turn report to the School whether the candidate is fit to undertake the role.

- 21.4 When assessing any response to questions from the candidate or the Occupational Health adviser we must consider the duty under the Equality Act 2010 to make reasonable adjustments to accommodate a person with a disability.

22. ISSUING CONTRACT OF EMPLOYMENT

The successful candidate will be sent a contract of employment in our common format which includes conditions relating to pre-employment checks. Any deviation from the common format must be explicitly approved by our CEO or the Chief Financial Officer.

23. INDUCTING NEW EMPLOYEES

Each School is responsible for ensuring the induction of its employees and in particular ensuring that each employee is aware of and understands the School's Child Protection and Safeguarding policies from the first day of employment.

24. EQUALITIES MONITORING

- 24.1 As a matter of policy we have decided not to include a full equal opportunities monitoring form as part of our application process to avoid the risk of the documents being disclosed to and influencing a shortlister or member of the Assessment Panel.

- 24.2 The application form does allow for candidates to indicate if there are reasonable adjustments that could help them participate in the assessment process.

- 24.3 We will issue equalities monitoring for all current and new staff throughout 2014/15 so that we can obtain accurate central statistics about the appointed workforce.

25. STAFF EXIT

Once a resignation letter has been received from a member of staff or the employee has been dismissed (whether or not on notice) the School Business Manager or Chief Financial Officer shall the letter below to the member of staff and ensure that the actions set out in that letter are complied with.

Dear NAME

Your departure

I have been informed by our [Headteacher] [CEO] that your last day of employment with us [was] [will be] DATE (your "Employment End Date") and that the last date on which you are required to be in School [was] [will be] DATE (your "Last Working Day"). I am writing this rather formal letter to deal with the mechanics of your departure.

Work

Handover

You should liaise with [NAME] to arrange for a handover of any ongoing work.

Exit Interview [FOR RESIGNERS ONLY]

You will be contacted shortly by our independent Exit Interview provider to answer a series of set questions about your time with us and your reasons for leaving. Your answers will help us ensure that we continuously improve the way we operate as an organisation.

Site Security

Security Pass/Keys

You should return your security pass and keys to me [immediately] [on your Last Working Day]. [Your

STAFF RECRUITMENT AND EXIT POLICY

security pass will be disabled from 4:00pm on your Last Working Day.]

[Door Code Change

As a matter of routine, when a staff member leaves, we issue a new door code to all remaining members of staff.]

Returning to Site

If you wish to return to the School at any time in the future to meet with former colleagues or students do make contact with our [Headteacher] [CEO].

Property

Return of our Property

You must return to e all property belonging to the School or pupils in your possession, including any laptop, tablet, phone, text books, coursework [immediately][by 12 noon on your Last Working Day].

[Collection of Personal Belongings

You may attend the School on [DATE] to collect your personal belongings under my supervision.]

IT

Closing Email address

Your email account [will be] [was] closed on your Last Working Day. It will be archived for six months and will then be deleted. We will set an out of office message stating that you are no longer employed at the School and directing school-related queries to Reception.

Telephone/Voicemail

Your telephone account [will be][was] closed on your Last Working Day.

Documents on the IT System

As part of your handover you should identify which documents on our system are ones which you want to keep. No document containing personal data on students or staff may be kept. Those documents which we do decide to allow you to keep will be transferred to a memory stick provided by you, at your cost, for the purpose.

Financial Matters

Outstanding Expense Claims

You must submit any outstanding expenses claims [immediately][at least one week before your Last Working Day].

Outstanding Loans

If allowed under your loan agreement the outstanding balance of your loan will be deducted from any remaining sums due to you.

[FOR SUPPORT STAFF: Accrued but untaken holiday

You have taken [XX] days' holiday and your accrued entitlement as at today is [XX] days leaving you a balance of [XX] days. We [do][do not] require you to take this holiday before your Last Working Day. You will be paid for any remaining accrued but untaken holiday.

P45

You will be sent a P45 setting out your Employment End Date as the leaving date.

Future Employment

Reference

We do not issue "to whom it may concern" references. We will only supply a confidential reference to a prospective or actual employer if you provide us with explicit prior authorisation using the following wording:

STAFF RECRUITMENT AND EXIT POLICY

"I authorise Avanti Schools Trust to supply a confidential employment reference to NAME OF YOUR PROSPECTIVE OR ACTUAL EMPLOYER in accordance with your current policy on Giving Employment References and I consent to the disclosure of personal data set out in that policy."

[FOR PEOPLE ON NEW CONTRACT]

You are reminded of the provisions of Clauses 34 to 37 and Clause 42 of your contract of employment which remain in force.

If you have any questions about any administrative aspect of your departure please do contact me.

Best wishes

SUPPORT STAFF PAY POLICY

P. SUPPORT STAFF PAY POLICY

circumstances and there is a separate pay scale for trust head office staff

1. INTRODUCTION

1.3 The value of the payscales will be updated by each School separately when the values change.

1.1 This policy sets out our framework of for all our academies for making decisions on support staff pay.

2. DELEGATION OF POWERS FOR PAY DECISIONS

1.2 Each School has its own pay scale for support staff to reflect its particular

2.1 Decisions relating to pay awards shall be made in accordance with the table below.

<i>Role</i>	<i>Decision Maker</i>	<i>Appeal</i>
All support staff	The School's Headteacher	Our CEO or nominee

2.2 A **Pay Decision** means any decision by a Decision Maker listed in the table at 2.1 to award a pay rise or to not award a pay rise in respect of an employee. In the event that you are dissatisfied with a Pay Decision about you, you may request a review by the decision maker which will involve a personal hearing held within 10 working days of the original decision to which you may bring a Permitted Companion.

- (a) you have performed to a good standard
- (b) you are not subject to live disciplinary or capability warnings

2.3 If you are still dissatisfied with the Pay Decision after the review you may appeal within 5 working days of the review decision, in accordance with 2.1 above. An appeal hearing will be heard within 15 working days of the appeal to which you may bring a Permitted Companion. The appeal decision is final.

4. OVERTIME

- 4.1 The School shall not pay any member of support staff overtime unless it is approved in advance by the Headteacher.
- 4.2 Any overtime paid will only be at the standard hourly rate.

3. PAY REVIEW PROCESS

5. BONUSES AND HONORARIA

A School may not make any payment in the form of a bonus or honorarium to a member of support staff.

3.1 All support staff can expect to receive regular, constructive feedback on their performance and are subject to annual appraisal that recognises their strengths, informs plans for their future development, and helps to enhance their professional practice.

6. RETENTION OF RECORDS

Given the ongoing need to ensure equal pay the School shall retain all paperwork relating to any decision whether or not to make a pay rise and shall not destroy any records until at least 7 years after the relevant employee has ceased to be employed by us.

3.2 The timing of the annual review will either be based on the Academic Year or the local authority financial year, depending on the circumstances of the Academy.

7. MONITORING

Our Board will monitor the implementation of this policy in particular in relation to any equality or diversity issues.

3.3 There will be no automatic progression through any pay range.

3.4 Pay progression will only be awarded if the Headteacher is satisfied that:

TEACHER'S APPRAISAL POLICY

Q. TEACHERS' APPRAISAL POLICY

October, with the first cycle having started on 1st November 2014.

1. INTRODUCTION

1.1 This policy sets out our framework for all our Schools for clear and consistent assessment of the overall performance of teachers, including the Headteacher, and for supporting their development.

3.2 Teachers who are employed on a fixed term contract of more than one term but less than one year will have their performance appraised in accordance with the principles underpinning this policy. The length of their cycle will be determined by the duration of their contract.

1.2 This policy applies to the Headteacher and to all teachers employed by us, except those on contracts of less than one term, those undergoing induction (i.e. NQTs) and those who are subject to our Capability policy.

3.3 The performance of teachers must be reviewed on an annual basis. Appraisal objectives and reviews must be completed for all teachers by 31 October and for the Headteacher and Senior Leadership team by 31 December.

2. OUR OVERRIDING PURPOSE

Our aim is for all teaching in all lessons by all teachers in all our Schools to be good or outstanding to ensure the best possible education for all our students. This policy supports that aim by:

3.4 Appraisal objectives and the formal review of the previous year's performance must be set during the Autumn Term. The objectives will inform and support the School's development and improvement plans for the coming financial and academic years. The School will take account of proposed development needs in setting the School's overall priorities for staff development.

(a) ensuring that appraisal in each of our Schools will be a supportive and developmental process designed to ensure that all teachers have the skills and support they need to carry out their role effectively;

3.5 Appraisal is an on-going cycle involving four stages:

(b) ensuring that the process promotes professional dialogue between colleagues;

(c) ensuring that teachers are able to continue to improve their professional practice and to develop as teachers; and

(d) indicating when matters may move out of the Appraisal policy and into the Capability policy.

Stage 1	Self-Review against the relevant Standards and the previous cycle's performance objectives of all evidence that they have met the relevant Standards and Objectives. Where there is no performance evidence to the contrary then the starting point for the appraisal is that the relevant standards and objectives have been met.
Stage 2	The Setting of Objectives for the new appraisal cycle.
Stage 3	The review of performance for the previous appraisal cycle.

3. THE APPRAISAL CYCLE

3.1 The appraisal cycle will run for twelve months from 1st November to 31st

TEACHER'S APPRAISAL POLICY

Stage 4	Ongoing monitoring of performance, to include Lesson Observations. Such monitoring activity is expected to identify any performance issues and to put in place appropriate programmes of support to improve performance. The employee will be provided with appropriate feedback as part of these monitoring activities, where notes will be taken for reference in the End of Year review.
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3.6 Where a teacher starts their employment part-way through a cycle, the School shall determine the length of the first cycle for that teacher, with a view to bringing the cycle into line with the annual cycle for other teachers at the School as soon as possible. For example a teacher joining in September will have objectives set for the appraisal cycle ending in October of the following academic year.

3.7 Where a teacher transfers to a new post part-way through a cycle, the School shall determine whether to amend the objectives, and whether to change the Appraiser, depending on the extent to which the teachers' responsibilities and job description have changed.

3.8 The School will endeavour to schedule appraisal activities within directed time.

4. APPOINTMENT OF APPRAISERS

4.1 Each of our Schools will have a **Leadership Appraisal Group** which will be the Appraiser for the School's Headteacher. It will comprise one school governor (ordinarily the Chair of Governors) and one Board member (ordinarily the Director of Education).

4.2 The Headteacher will appoint the Appraiser (and any replacement appraiser) for each teacher taking into account any views of the teacher and

their line manager. The employee may request a replacement Appraiser for any professional or educational reason and such requests will be considered by the Headteacher to make sure the Appraisal process is implemented in a fair and reasonable manner.

4.3 An Appraisal cycle will not begin again in the event of the Appraiser being changed.

5. SETTING OBJECTIVES

5.1 The Headteacher's objectives will be set by the Leadership Appraisal Group.

5.2 Objectives for each teacher will be set before, or as soon as practicable after, the start of each appraisal cycle. The objectives set for each teacher, will be Specific, Measurable, Achievable, Realistic and Time-bound and will be appropriate to the teacher's role and level of experience.

5.3 The appraiser and teacher will seek to agree the objectives but, if that is not possible, the appraiser will determine the objectives. Objectives may be revised if circumstances change.

5.4 If a teacher does not agree with the objectives set they may ask for them to be reviewed by the Headteacher (or in the case of the Headteacher, our CEO). There shall be no appeal against the outcome of this review and no right to use the Grievance Resolution policy save in circumstances where it is alleged that the objectives have been set are unlawfully discriminatory where the Grievance Resolution policy may be used.

5.5 At all of our Schools:

(a) the objectives set for each teacher will, if achieved, contribute to our plans for improving educational provision and performance and pupil progress for all of our pupils;

TEACHER'S APPRAISAL POLICY

- (b) all teachers will be assessed against (and have the object of fulfilling) the Teachers' Standards and (if on the Upper Pay Range, the Post-Threshold Standards as well) and the job description of any posts they hold.
- (c) all teachers will have an objective which focuses on improving their quality of teaching and learning to the required standard of consistently "Good or Better";
- (d) all teachers will have an objective relating to pupil progress in relation to the pupils for whom they are responsible, with due reference to staffing structures and curriculum delivery requirements,
- (e) those teachers with either TLRs or on the Leadership Pay Range may also have objectives not directly relating to teaching and learning and pupil progress;
- (f) teachers will not necessarily all have the same number of objectives; and
- (g) consistently outstanding teachers will have an objective for supporting other teaching staff in the School or the Trust.

6. REVIEWING PERFORMANCE

Lesson Observation

- 6.1 Observation of classroom practice and other responsibilities is important both as a way of assessing teachers' performance in order to identify any particular strengths and areas for development and support they may have and of gaining useful information which can inform school improvement more generally.
- 6.2 All observations will be carried out in a supportive fashion with professionalism, integrity and courtesy and will be evaluated objectively and reported accurately and fairly. They

will be used as part of a process of developing practice rather than a "snap shot" of performance.

- 6.3 Teachers' performance will normally be observed for a maximum of 3 hours and 3 formal observations, with each formal observation being of a minimum length of 30 minutes unless there is evidence available that causes concern with regards to the employees' performance. In such circumstances more frequent monitoring and interventions to help the teacher improve their performance will be agreed with the teacher, in order to bring their performance up to the relevant standard. The amount and type of classroom observation will depend on the individual circumstances of the teacher and the overall needs of the School. Classroom observation will be carried out by those with QTS.
- 6.4 In addition to formal observation, Headteachers, their representatives or others with responsibility for teaching standards (which may include members of the Leadership Team or Subject/Faculty Leaders) may "drop in" or undertake "learning walks" in order to evaluate the standards of teaching and to check that high standards of professional performance are established and maintained across the School. The length and frequency of "drop in" observations or "learning walks" will vary depending on specific circumstances but would normally be of a short duration and would not comprise evidence to formal feedback but, where serious concerns are noted, may lead to additional observations in the appraisal process. This should not be a simple "tick box" exercise but more properly an overall assessment of teaching and learning across the School.
- 6.5 Teachers should also endeavour to participate in peer observations which do not form part of the formal appraisal process.

TEACHER'S APPRAISAL POLICY

6.6 Teachers (including the Headteacher) who have responsibilities outside the classroom should also expect to have their performance of those responsibilities observed and assessed.

Two Mid-Year Reviews

6.7 In accordance with Stage 4 of the appraisal cycle the appraiser will monitor the performance of the teacher and thereafter meet the teacher, as part of observation feedback meetings, to facilitate a professional conversation with them with the purpose of checking the teachers' progress towards objectives and compliance with the Teachers' Standards and the requirements of their job description. Progress towards achieving objectives must be formally recorded and any concerns over performance to be promptly identified and appropriate support programmes put in place.

6.8 It may also be necessary to review the original objectives set due to a change in circumstances, for example, the teacher's post and/or responsibilities have changed or the teacher is on long term sick leave. Each School must ensure that its Directed Time budget allocates time for two mid-year reviews and not hold them during PPA time.

End of Year Review

6.9 The appraiser must meet the teacher to review the whole appraisal cycle in September or October after which the appraiser will produce the Final Appraisal Report. This assessment is the end point to the annual appraisal process, but performance and development priorities will be reviewed and addressed on a regular basis throughout the year by for example:

- (a) lesson Observations;
- (b) learning Walks;

- (c) work Scrutiny / Book Looks Formal Mid Year Reviews;
- (d) review of pupil progress data;
- (e) observation and scrutiny of leadership and management activities; and
- (f) informal 1-2-1s.

Self-Review

6.10 The teacher will be expected to review themselves against Teachers Standards in advance of any review meeting under this policy in order to ensure that the meeting is an informed professional dialogue between colleagues. The self-review will not be retained, unless the teacher confirms in writing that they agree to, or requests that, the self-review be retained.

Final Appraisal Report

6.11 The teacher will receive as soon as practicable following the end of year review - and have the opportunity to comment in writing on in order to reach agreement on the content and conclusions within - a written appraisal report. Teachers will receive their written appraisal reports by 31 October (31 December for the head teacher and senior leadership team). The appraisal report will include:

- (a) details of the teacher's objectives for the appraisal period in question;
- (b) an assessment of the teacher's performance of their role and responsibilities against their objectives and the relevant standards;
- (c) an assessment of the teacher's professional development needs and identification of any action that should be taken to address them;
- (d) a note of all other evidence listed in our Teachers' Pay policy; and

TEACHER'S APPRAISAL POLICY

- (e) a pay recommendation in accordance with our Teachers' Pay policy.
- 6.12 Substantial or significant progress towards the achievement of a challenging objective, even if the performance criteria have not been met in full, will be assessed favourably.
- 6.13 If the teacher is not satisfied with the decision taken by the School following the pay recommendation the teacher may use the appeal process set out in our Teachers' Pay policy.
- 6.14 If the teacher is not satisfied with the contents of the appraisal report the teacher may ask the appraiser to review it and such a review may include the appraiser consulting with the Headteacher or our CEO (or his nominee) if appropriate.

7. SCHOOL RESPONSE TO APPRAISAL

Feedback

- 7.1 Teachers will receive constructive feedback on their performance throughout the year and as soon as practicable after observation has taken place or other evidence has come to light with a target of giving feedback within 5 school days.
- 7.2 Feedback will highlight particular areas of strength as well as any areas that need improvement.

Development and Support

- 7.3 Appraisal is a supportive process which will be used to inform continuing professional development. We wish to encourage a culture in which all teachers take responsibility for improving their teaching through appropriate professional development. Professional development will be linked to school improvement priorities and to the ongoing professional development needs and priorities of individual teachers.

Remedial Action meeting

- 7.4 Where there are concerns about any aspects of the teacher's performance the appraiser will meet the teacher to:
 - (a) give clear feedback to the teacher about the nature and seriousness of the concerns;
 - (b) give the teacher the opportunity to comment and discuss the concerns;
 - (c) agree any appropriate support or other remedial action (e.g. coaching, mentoring, structured observations), that will be provided to help address those specific concerns (see also the Informal Action section of our Capability policy);
 - (d) make clear how, and by when, the appraiser will review progress (it may be appropriate to revise objectives, and it will be necessary to allow a minimum of 6 weeks and a maximum of 8 weeks for improvement. The amount of time will be decided by the School but should reflect the seriousness of the concerns)
 - (e) explain the implications and process if no - or insufficient - improvement is made.

Such remedial action shall count as informal action for the purposes of our Capability policy.

- 7.5 When progress is reviewed, if the appraiser is satisfied that the teacher has made, or is making, sufficient improvement, the appraisal process will continue as normal, with any remaining issues continuing to be addressed through that process.

Transition to Capability policy

- 7.6 If after remedial action is taken, the appraiser remains unsatisfied with the teacher's progress to reaching the

TEACHER'S APPRAISAL POLICY

required standards, the teacher will be invited to a formal capability meeting under the Capability policy.

8. OFSTED INSPECTION

8.1 The **August 2016 Ofsted School Inspection Handbook** confirms at **Paragraph 59** that the Lead Inspector at their first meeting with the Headteacher will ensure that the Headteacher is aware that Ofsted's evidence from lesson observations, whether joint or otherwise should not be used as evidence in capability/disciplinary proceedings or for the purposes of performance management.

8.2 **Paragraph 68** states "Inspectors must **not** provide an overall grade for the lesson or for the quality of teaching, learning and assessment or outcomes. The headteacher is responsible for advising staff that the feedback will not be used by the school for performance management purposes; it is provided in confidence."

8.3 If as a result of an Ofsted Inspection the Headteacher has concerns about a lesson was not good or outstanding we expect the Headteacher to conduct a lesson observation after inspection is completed for the purpose of meeting our objective that all lessons are good or outstanding.

8.4 The **2014 Ofsted School Inspection Handbook** set out at paragraph 42 that an appropriate lesson observation strategy for inspectors to adopt could include:

- (a) short visits to a number of lessons spending a few minutes in each;
- (b) short observations of small group teaching for examples of phonics;
- (c) lesson observations of more than 25 minutes during which they may observe activities and talk with pupils about their work; and

(d) tracking a class or specific group of pupils to assess their experience of a school day or part of a school day.

8.5 The **August 2016 Ofsted School Inspection Handbook** does not contain a list of possible lesson observation strategies.

8.6 In conducting lesson observations our Schools will have regard to the need for both staff and pupils to be familiar with the different types of lesson observations that Ofsted may conduct.

8.7 We expect all members of staff in the appraisal process to have regard to the requirements of Ofsted in respect of the use of performance management.

9. GOVERNORS

9.1 A Governor (other than the Headteacher) does not have the right to observe lessons.

9.2 Governors' structured visits are a useful way for Governors to gain a deeper understanding of the educational context of the School. Nothing in this policy prevents Governors entering lessons as part of a Governor's structured visit to the School.

9.3 Governors entering lessons on such structured visits shall not take notes and shall not feedback to the teacher observed.

9.4 No evidence from a Governor in relation to a structured visit (other than any child protection or safeguarding incident) may be used as part of appraisal or any capability or disciplinary process.

10. CONFIDENTIALITY

10.1 The whole appraisal process and the documents generated under it, in particular, will be treated with confidentiality at all times. Review statements will be confidential to the

TEACHER'S APPRAISAL POLICY

Headteacher, line manager, head of department, appraiser and appraisee. However, the documents may be shared with relevant and appropriate members of staff to assist in the implementation of any actions, pay recommendations or processes and to ensure the maintenance of standards.

11. CONSISTENCY

11.1 We are committed to ensuring consistency of treatment and fairness in the operation of Appraisal. To ensure this the following provisions are made in relation to moderation, quality assurance and objective setting.

11.2 The Headteacher will moderate a sample of Performance Objectives to check that they:

- (a) are consistent between those who have similar experience and similar levels of responsibility; and
- (b) comply with this Appraisal policy, and the requirements of equality legislation.

11.3 Our Director of Education will review the quality assurance processes and moderate a sample of Performance Objectives and Appraisal Reports to ensure consistency and compliance.

12. RETENTION OF RECORDS

Given the ongoing need to ensure equal pay we shall retain all paperwork relating to any decision whether or not to make a pay rise and shall not destroy any records until at least 7 years after the relevant employee has ceased to be employed by us.

TEACHERS' PAY POLICY

R. TEACHERS' PAY POLICY

1. INTRODUCTION

1.1 This policy sets out our framework of for all our academies for making decisions on teachers' pay, with the exceptions that:

(a) for Avanti Court pay progression in Autumn 2016 will be on the basis of Avanti Court's pay and appraisal policies in place as at 1 December 2015 and will thereafter be on the basis of the pay progression provisions of this policy;

(b) for Krishna Avanti Primary School, Croydon there shall be no pay progression until Autumn 2017.

1.2 In preparing this policy we have considered the extracts from Ofsted documentation at **Appendix 2**.

1.3 For the avoidance of doubt teachers working on a part-time basis shall have the same opportunity to progress through the pay ranges as those working full-time.

1.4 As an academy trust we are not bound by the **School Teachers' Pay and Conditions Document (STPCD)**. This means that for 2014/15, 2015/16 and 2016-17 we were able to increase the value of all points on the pay ranges by 1%, irrespective of an individual's performance.

2. OUR OVERRIDING PURPOSE

2.1 Our aim is for all teaching in all lessons by all teachers in all our Schools to be good or outstanding to ensure the best possible education for all our pupils. This policy supports that aim by:

(a) supporting the recruitment and retention of a high quality teacher workforce;

(b) recognising and rewarding teachers appropriately for their contribution to the School;

(c) ensuring that decisions on pay are managed in a fair, just and transparent way; and

(d) focussing on the central importance of high quality teaching and learning, improving standards and making a positive impact on pupil progress and outcomes.

2.2 This policy refers to the **Teachers' Standards**. By way of a reminder, Part I of the Standards requires a teacher to:

(a) set high expectations which inspire, motivate and challenge pupils;

(b) promote good progress and outcomes by pupils;

(c) demonstrate good subject and curriculum knowledge;

(d) plan and teach well structured lessons;

(e) adapt teaching to respond to the strengths and needs of all pupils;

(f) make accurate and productive use of assessment;

(g) manage behaviour effectively to ensure a good and safe learning environment; and

(h) fulfil wider professional responsibilities

2.3 Part II of the Standards requires a teacher to:

(a) demonstrate consistently high standards of personal and professional conduct;

(b) uphold public trust in the profession and maintaining high standards of ethics and behaviour, within and outside school, by:

TEACHERS' PAY POLICY

- (i) treating pupils with dignity, building relationships rooted in mutual respect, and at all times observing proper boundaries appropriate to a teacher's professional position
 - (ii) having regard for the need to safeguard pupils' well-being, in accordance with statutory provisions
 - (iii) showing tolerance of and respect for the rights of others
 - (iv) not undermining fundamental British values, including democracy, the rule of law, individual liberty and mutual respect, and tolerance of those with different faiths and beliefs
 - (v) ensuring that personal beliefs are not expressed in ways which exploit pupils' vulnerability or might lead them to break the law.
- (c) have proper and professional regard for the ethos, policies and practices of the school in which they teach, and maintain high standards in their own attendance and punctuality, in accordance with the **Staff Code of Conduct**.
 - (d) have an understanding of, and always act within, the statutory frameworks which set out their professional duties and responsibilities.
- 3. DELEGATION OF POWERS FOR PAY DECISIONS**
- 3.1 Decisions relating to pay awards shall be made in accordance with the chart below.

<i>Role</i>	<i>Recommender</i>	<i>Decision Maker/ Reviewer</i>	<i>Appeal</i>
The School's Headteacher	The School's Leadership Appraisal Group	Our CEO	Our Pay Appeal Panel
Other staff on Leadership Pay Range	The School's Headteacher and the Leadership Appraisal Group	Leadership Appraisal Group	Our CEO
Upper Pay Range (including decision to join Upper Pay Range) and Leading Practitioners	A member of the School's Leadership team	The School's Headteacher	Our CEO
Main Pay Range and Unqualified Pay Range	Appraiser (with Headteacher's nominee if appropriate)	The School's Headteacher	Our CEO

- 3.2 The Headteacher may choose to involve members of the School's Leadership team or middle management in assessing evidence before making a decision or recommendation. The Headteacher will assess appropriate evidence before making a decision or recommendation.
- 3.3 The Leadership Appraisal Group is composed as set out in our Teachers' Appraisal policy. Our Board shall

TEACHERS' PAY POLICY

have a Pay Appeal Panel of no more than three directors.

3.4 A **Pay Decision** means any decision by a Decision Maker listed in the table at 3.1 to award a pay rise or to not award a pay rise in respect of an employee. It does not include a reference to a pay recommendation. In the event that you are dissatisfied with a Pay Decision about you, you may request a review by the decision maker which will involve a personal hearing held within 10 working days of the original decision to which you may bring a Permitted Companion.

3.5 If you are still dissatisfied with the Pay Decision after the review you may appeal within 5 working days of the review decision, in accordance with 3.1 above. An appeal hearing will be heard within 15 working days of the appeal to which you may bring a Permitted Companion. The appeal decision is final.

4. LEADERSHIP PAY RANGE

4.1 The Leadership Pay Range is set out at **Appendix 1**.

4.2 Neither a new post on the Leadership Pay Range nor any vacant post on the Leadership Pay Range will be advertised without prior approval of our Chief Executive who shall set the appropriate range for the relevant role which shall ordinarily be a 7 point range for Headteachers and a 5 point range for other employees on the Range. There is no right of appeal against the salary level to which a person is appointed.

4.3 There will be no progression on the Leadership Pay Range unless there has been sustained high quality of performance judged against performance objectives, specific job description and the Teachers' Standards.

4.4 Under no circumstances may more than two points be awarded and it is

envisaged that an award of two points will be exceptional and will require detailed justification. We will take into consideration the need to maintain appropriate differentials.

4.5 No points will be awarded to a person on the Leadership Pay Range if during the appraisal period on or before the pay review the school has been assessed by Ofsted as inadequate or requiring improvement.

4.6 The provisions of **Paragraph 10 STPCD 2016** capping temporary payments to Headteachers shall apply.

4.7 TLRs and Project Bonuses cannot be paid to employees on the Leadership Pay Range.

5. BASIC PAY DETERMINATION ON APPOINTMENT – CLASSROOM TEACHERS

5.1 Any vacant posts for classroom teachers will be advertised as being between the minimum of the Main Pay Range and the maximum of the Upper Pay Range set out in the appropriate table at **Appendix 1**.

5.2 On appointment the Assessment Panel (as defined in our **Staffing Recruitment and Exit policy**) will determine the starting salary to be offered to the successful candidate within those Ranges.

5.3 In making such determinations, a range of factors may be considered including the following:

- (a) the current salary earned by the candidate;
- (b) the requirements of the post;
- (c) any specialist knowledge required for the post;
- (d) the experience required to undertake the specific duties of the post;

TEACHERS' PAY POLICY

- (e) the wider School context;
- (f) the local labour market for teachers of particular subjects;
- (g) the candidate's academic qualifications;
- (h) the candidate's experience of teaching; and
- (i) any verified evidence of the candidate's responsibility for improvement in pupil progress achievement or attainment or in modelling school improvement.

5.4 We anticipate it will be an unusual occurrence to pay less than the candidate was currently earning.

5.5 There is no right of appeal against the salary level to which a person is appointed.

5.6 Teachers employed on an ongoing basis who work less than a full working week are deemed to be part-time. We 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 pay and working time arrangements and by comparison with the school's timetabled teaching week for a full-time teacher in an equivalent post. We shall follow **Paragraphs 39-44 STPCD 2016 Guidance**.

5.7 Teachers employed on a day-to-day or other short notice basis will be paid on a daily basis calculated on the assumption that a full working year consists of 195 days; periods of employment for less than a day being calculated pro-rata.

6. PAY REVIEW PROCESS

6.1 All teachers can expect to receive regular, constructive feedback on their performance and are subject to annual appraisal that recognises their strengths, informs plans for their

future development, and helps to enhance their professional practice. The arrangements for teacher appraisal are set out in our Teachers' Appraisal policy. This policy may include career progression benchmarks and does include our expectation that all teachers will have an annual target for pupil progress.

6.2 Each School 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 (including those on the Leadership Pay Range) are given a written statement setting out their salary and any other financial benefits to which they are entitled.

6.3 Where a pay determination leads or may lead to the start of a period of pay safeguarding, the School will give the required notification as soon as possible and no later than one month after the date of the determination.

7. EVIDENCE BASE FOR PAY PROGRESSION FOR CLASSROOM TEACHERS

7.1 In coming to make a pay recommendation in the teacher's appraisal and in coming to make a decision on that recommendation or on an appeal in relation to that decision, a holistic consideration of all of the following evidence and sources of guidance will be given:

Evidence

- (a) the teacher's self-review;
- (b) the appraiser's mid-year and final reviews;
- (c) information from line manager;
- (d) data tracking student progress;
- (e) lesson observations;
- (f) learning walks;
- (g) book reviews;

TEACHERS' PAY POLICY

- (h) work scrutiny;
- (i) homework tracking;
- (j) examination results;
- (k) teacher's attendance and punctuality record; and
- (l) any additional evidence supplied by the teacher.

Sources of guidance

- (m) job description for each role held by the teacher;
- (n) the **Teachers' Standards** and for teachers on the Upper Pay Range the Post-Threshold Standards (**Appendix 3**);
- (o) relevant OFSTED grade descriptors;
- (p) the expectations of each role held by the teacher given the teacher's length of time in the profession; and
- (q) any career progression benchmarks in our **Teachers' Appraisal policy**

7.2 Our appraisal process will include an appropriate mechanism to ensure that performance objectives and pay recommendations are moderated and that assessments of performance are fair and consistent.

7.3 Each School shall ensure that those making pay recommendations and decisions are trained or experienced in such matters and have sufficient time to undertake the process.

7.4 We shall budget on the basis that all staff will progress one increment.

8. THE MAIN PAY RANGE

The Main Pay Range is set out at **Appendix 1**.

9. MAIN PAY RANGE PROGRESSION

Evidential expectation

- 9.1 As a teacher progresses through the Main Pay Range their objectives will naturally become more challenging and judgements will need to be based on secure evidence of
- (a) increasing quality of teaching and learning;
 - (b) an increasingly positive impact on student progress;
 - (c) an increasing impact on wider outcomes for pupils;
 - (d) improvements in specific elements of practice identified in the appraisal process to the teacher;
 - (e) an increasing contribution to the work of the School;
 - (f) an increasing impact on the effectiveness of colleagues and staff;
 - (g) increasingly good behaviour management; and
 - (h) increasingly positive use of assessment for learning and differentiation

Standard progression

- 9.2 A teacher will **only** progress one point on the Main Pay Range if all of the following conditions are met in relation to the appraisal cycle:
- (a) the teacher has fully met all the **Teachers' Standards**;
 - (b) the teacher has substantially or significantly met all objectives set for the appraisal cycle;
 - (c) the teacher has brought about expected levels of pupil progress as set out in the teacher's performance objectives;

TEACHERS' PAY POLICY

- (d) the teacher has delivered teaching which is at least consistently good or better in the light of all evidence; and
- (e) the teacher has not been issued with a formal disciplinary or capability warning during the year.

A teacher who has not met all of these conditions will not be entitled to an incremental pay award on the Main Pay Range.

Exceptional progression

9.3 A teacher may **exceptionally** be progressed two points on the Main Pay Range if:

- (a) the teacher has fully met all the **Teachers' Standards** for two consecutive years;
- (b) the teacher has fully met objectives set for two appraisal cycles;
- (c) the teacher has brought about better than expected levels of pupil progress as set out in the teacher's performance objective, for two consecutive years;
- (d) the teacher has delivered consistently outstanding teaching for two years;
- (e) the teacher has not been issued with a disciplinary warning during the previous two years; and
- (f) it is financially sustainable to award such a pay rise.

10. THE UPPER PAY RANGE

10.1 The Upper Pay Range is set out in **Appendix 1**.

10.2 Any qualified teacher within the School (even if not yet at M6) may apply to be promoted to the Upper Pay Range. Only one such application may be made in an academic year and should be made by 31 October of that academic year.

10.3 If a person is placed on the Upper Pay Range that promotion will take effect immediately unless further evidence is required to support the application, e.g. examination results, when it will be implemented from the date the evidence is presented. It will not be backdated to the start of the academic year or the date of the application.

10.4 Applications should be made to the Headteacher in writing with whatever supporting evidence the teacher considers appropriate. The Headteacher should assess the application within 20 working days.

10.5 The Headteacher may **only** allow a teacher to join the Upper Pay Range if the Headteacher is satisfied that:

- (a) the teacher is highly competent in all elements of the **Teachers' Standards**; and
- (b) the teacher's achievements and contribution to the School are substantial and sustained.

10.6 To pass these two tests, the teacher must demonstrate clear and secure evidence covering a continuous period of at least 2 years of:

- (a) all their teaching being at least consistently good with a significant proportion outstanding;
- (b) excellent depth and breadth of knowledge, skills and understanding of the **Teacher's Standards** and the Post-Threshold Standards (**Appendix 3**) and of developing adherence to those Standards by colleagues;
- (c) consistently positive impact on pupil progress to achieve or exceed expected outcomes;
- (d) consistently positive impact on raising standards across the School, not just in the teacher's own classroom;
- (e) effectively demonstrating to colleagues good and outstanding teaching and learning practice and

TEACHERS' PAY POLICY

how to make a contribution to the work of the School;

- (f) effectively working collaboratively across the School in a wider role or outside the School;
- (g) effectively Leading and developing a team; and
- (h) effective or innovative use of CPD opportunities.

11. PROGRESSION THROUGH THE UPPER PAY RANGE

Evidential expectation

11.1 A teacher's objectives will become more challenging as they progress through the Upper Pay Range and judgements will need to be based on evidence of:

- (a) an increasing and sustained high quality of teaching and learning;
- (b) an increasing sustained and consistently positive impact on pupil progress;
- (c) an increasing sustained and consistent impact on wider outcomes for pupils;
- (d) improvements in specific elements of practice identified to the teacher;
- (e) an increasing sustained and consistent contribution to the work of the School;
- (f) an increasing sustained and consistent impact on the effectiveness of colleagues and staff.

Standard Progression

11.2 A teacher will be recommended for a one point rise on the Upper Pay Range if:

- (a) they have remained highly competent and their contribution to the School has remained substantial and

sustained for at least two consecutive years;

- (b) the teacher has been assessed under the appraisal process as having fully and consistently met the **Teachers' Standards** and Post-Threshold Standards for two consecutive years;
- (c) the teacher's teaching has been outstanding for two consecutive years;
- (d) the pupils taught by the teacher have made better than expected progress over two consecutive years;
- (e) the teacher's objectives have been fully met for two consecutive years; and
- (f) the teacher has not been issued with a formal warning under either the disciplinary or capability process (not overturned on appeal) during the previous two years.

11.3 **A teacher who has not met all of these conditions will not be eligible to an incremental pay award on the Upper Pay Range.**

No exceptional progression

11.4 A teacher may not progress more than one point on the Upper Pay Range every two years.

12. LEADING PRACTITIONERS

12.1 The Leading Practitioner Range will have the same 18 points as L1-L18 on the Leadership Pay Range set out in the appropriate table in **Appendix 1**.

12.2 Leading Practitioner roles which must the primary purpose of modelling and leading improvement of teaching skills may only be advertised with the approval of the School's Local Governing Body.

12.3 TLRs and Project Bonuses may not be paid to Leading Practitioners.

TEACHERS' PAY POLICY

13. PROGRESSION THROUGH THE LEADING PRACTITIONER RANGE

Evidential expectation

13.1 A teacher's objectives will become more challenging as they progress through the Leading Practitioner Range and judgements will need to be based on evidence of:

- (a) an increasing and sustained high quality of teaching and learning;
- (b) an increasing sustained and consistently positive impact on pupil progress;
- (c) an increasing sustained and consistent impact on wider outcomes for pupils;
- (d) improvements in specific elements of practice identified to the teacher;
- (e) an increasing sustained and consistent contribution to the work of the School; and
- (f) an increasing sustained and consistent impact on the effectiveness of colleagues and staff.

Standard progression

13.2 A Leading Practitioner may be progressed one point within their range if:

- (a) the teacher has fully met all the **Teachers' Standards** for two consecutive years;
- (b) the teacher has fully met objectives set for two consecutive appraisal cycles;
- (c) the teacher has brought about better than expected levels of pupil progress as set out in the teacher's performance objectives, for two years;
- (d) the teacher has delivered consistently outstanding teaching for two years; and

- (e) the teacher has not been issued with a formal warning under either the disciplinary or capability process (not overturned on appeal) during the previous two years appraisal cycles.

No exceptional progression

13.3 A Leading Practitioner may not progress more than one point on their range each year.

14. TEACHING AND LEARNING RESPONSIBILITY PAYMENTS

14.1 TLR1 and 2 payments are allowed only for a post of significant responsibility which:

- (a) focused on teaching and learning;
- (b) requires exercise of professional skills and judgement;
- (c) requires leading managing or developing a subject or curriculum area or pupil development across the curriculum; and
- (d) impacts on the educational progress of pupils other than the teacher's own class involves leading developing and enhancing the teaching practice of other staff.

14.2 A TLR 1 post must also involve management responsibility for a significant number of people.

14.3 Teachers will not be expected to undertake such additional responsibilities on a permanent basis without payment of a permanent TLR1 or TLR2 payment.

14.4 TLR1 and 2s may only be awarded on a temporary basis to a teacher occupying the post temporarily for secondments, maternity cover, sick leave or vacancies pending permanent appointment. The teacher must be notified at the start of a temporary TLR1 and 2 of either the date or circumstances in which the temporary TLR 1 or 2 will end.

TEACHERS' PAY POLICY

- 14.5 The minimum and maximum values for TLR 1, TLR 2 and TLR 3 are set out in **Appendix 1**.
- 14.6 No TLR1s may be paid by any of our Primary Schools, though this will be reviewed annually in the event that a large primary school joins the Trust.
- 14.7 TLR1 and TLR2s may only be created as part of the staffing structure by the School's Local Governing Body. There shall be at least a £1,500 gap between each TLR1 sub-point and between each TLR2 sub-point.
- 14.8 The values of TLR1s (only available in Avanti House School) for 2015/16 are: TLR1a £7,546, TLR1b £9,076, TLR1c £10,606. The values of TLR2s across the Trust for 2015/16 are TLR2a £2,613, TLR2b £4,128, TLR2c £5,643, with the exception of one legacy TLR2b the value of which will increase by 1%.
- 14.9 We may make a TLR3 payment between the minimum and maximum set out in the appropriate table in **Appendix 1** to classroom teachers for clearly time-limited school improvement projects, or one off externally driven responsibilities. The duration of the fixed term must be established at the outset and payment should be made on a monthly basis for the duration of the fixed term. Each such TLR3 must be advertised internally and requires prior approval of the Local Governing Body. A TLR3 is not subject to safeguarding.
- 14.10 A TLR3 may be paid to the holder of a TLR1 or a TLR2.
- 14.11 No TLR is payable to a member of the Leadership Pay Range or the Leading Practitioner Range.
- 14.12 All TLR payments are pensionable under the Teachers' Pension Scheme.

15. UNQUALIFIED TEACHERS

- 15.1 The Unqualified Teachers' Pay Range is set out at **Appendix 1**.
- 15.2 Pay reviews for unqualified teachers shall follow the same process as for teachers on the Main Pay Range but taking into account the lack of Qualified Teacher Status and the need to evidence substantial progress to achieving the Teachers' Standards. The Trust may exercise its discretion to pay an unqualified teacher on an employment-based route to Qualified Teacher Status as a qualified teacher.

16. RECRUITMENT AND RETENTION ALLOWANCES AND INCENTIVES

- 16.1 We will follow the requirements of **Paragraph 27 STPCD 2016** in relation to the use of such allowances and incentives and the School will review the use of existing and future allowances annually.
- 16.2 Recruitment and Retention Allowances and Incentives require the prior approval of the Chair and Head of Finance Committee of the Local Governing Body up to a limit of £5,000 and the Chief Executive Officer for amounts above £5,000 and will not be paid to persons on the Leadership Pay Range other than as reimbursement for housing or relocation costs.
- 16.3 Recruitment and Retention Allowances are pensionable under the Teachers' Pension Scheme.

17. SPECIAL NEEDS ALLOWANCE

Special Needs Allowances may be awarded in accordance with **Paragraph 21 STPCD 2016**. The minimum and maximum values are set out in **Appendix 1**.

18. ADDITIONAL PAYMENTS

- 18.1 The School may make additional payments to staff (other than the Headteacher):
- (a) for CPD outside of the school day;

TEACHERS' PAY POLICY

- (b) activities relating to the provision of initial teacher training as part of ordinary conduct of the School;
- (c) participation in out-of-school hours learning activity agreed by the Headteacher;
- (d) additional responsibilities and activities due to or in respect of the provision of service by a headteacher relating to the raising of educational standards to one or more additional schools

PROVIDED:

- (a) the Headteacher shall have given prior approval; and
- (b) the total of such payments are reported termly to the Local Governing Body and to the Chief Financial Officer.

18.2 Participation in any such activities is entirely voluntary for classroom teachers.

18.3 All additional payments are pensionable under the Teachers' Pension Scheme.

19. ACTING ALLOWANCES

We will follow **Paragraph 23 STPCD 2016** which governs the use of acting allowances for persons temporarily filling roles on the Leadership Pay Range.

20. SALARY ARRANGEMENTS SACRIFICE

20.1 Where such arrangements are in place **Paragraph 28 STPCD 2016** shall apply to the relevant teacher.

21. BONUSES AND HONORARIA

21.1 Save as described below a School may not make any payment in the form of a bonus or honorarium.

21.2 Our Board may approve the creation of time limited Project Bonuses worth

no more than £2500. A person may receive no more than one Project Bonus in an academic year. A Project Bonus is only payable on the successful completion of a project. The availability of the project must be internally advertised to teaching staff. A Project Bonus may not be paid to a member of teaching staff on the leadership spine. A Project Bonus may not be paid alongside a TLR3 for the same work. As a matter of policy we will treat a Project Bonus as pensionable under the Teachers' Pension Scheme even though the rules of the Pension Scheme are not absolutely certain on this point.

22. RETENTION OF RECORDS

Given the ongoing need to ensure equal pay the School shall retain all paperwork relating to any decision whether or not to make a pay rise and shall not destroy any records until at least 7 years after the relevant employee has ceased to be employed by us.

23. MATERNITY

23.1 A teacher who is absent from work on maternity leave at the time of the annual pay review in September/October, shall have a pay decision made on the basis of all available evidence for the previous appraisal year. This evidence may include the performance of pupils whom the teacher taught prior to maternity leave in exams taken during the teacher's maternity leave.

23.2 In the unlikely event of there being no evidence at all on which to base a pay decision because of a teacher's absence of maternity leave the School may make a pay decision based on the previous two years' performance and appraisals.

23.3 Where a pay decision requires evidence of two years performance this period may be extended to three years if the teacher was absent for one year on maternity leave.

TEACHERS' PAY POLICY

23.4 The purpose of these provisions is to ensure that a teacher on maternity leave is not unfairly prejudiced in her career progression. We believe that this is a proportionate approach as it does not give an automatic pay rise but rather allows one that is connected to past performance.

24. MONITORING

Our Board will monitor the implementation of this policy in particular in relation to any equality or diversity issues and each School's Headteacher will present to our CEO, Chief Financial Officer, Director of Education and Local Governing Body the data at **Paragraph 160 2014 Ofsted School Inspection Handbook** extracted at **Appendix 2.**

TEACHERS' PAY POLICY

Appendix 1 – Teachers' Pay Ranges

2016-17

	Inner London	Outer London	Fringe Area	England & Wales		Inner London	Outer London	Fringe Area	England & Wales
UNQ 1	20,701	19,553	17,542	16,461	L19	68,107	63,830	61,810	60,733
UNQ 2	22,615	21,469	19,455	18,376	L20	69,613	65,334	63,321	62,240
UNQ 3	24,530	23,384	21,370	20,289	L21	71,153	66,876	64,864	63,779
UNQ 4	26,444	25,301	23,284	22,204	L22	72,737	68,454	66,443	65,363
UNQ 5	28,357	27,214	25,199	24,120	L23	74,350	70,073	68,057	66,982
UNQ 6	30,270	29,130	27,112	26,034	L24	76,107	71,736	69,725	69,725
M1	28,098	26,139	23,547	22,467	L25	77,719	73,442	71,425	70,349
M2	29,563	27,759	25,321	24,243	L26	79,459	75,182	73,171	72,089
M3	31,103	29,477	27,269	26,192	L27	81,244	76,968	74,952	73,876
M4	32,724	31,302	29,292	28,207	L28	83,079	78,802	76,783	75,708
M5	35,242	33,957	31,508	30,430	L29	84,957	80,674	78,663	77,583
M6	38,241	36,906	34,249	33,160	L30	86,886	82,605	80,587	79,514
U1	43,184	39,127	36,650	35,571	L31	88,853	84,576	82,560	81,478
U2	45,306	40,575	37,966	36,889	L32	90,874	86,595	84,585	83,503
U3	46,829	42,077	39,331	38,250	L33	92,951	88,675	86,660	85,579
L1/LP1	46,350	42,077	40,057	38,984	L34	95,067	90,789	88,775	87,694
L2/LP2	47,330	43,055	41,036	39,960	L35	97,247	92,967	90,955	89,974
L3/LP3	48,332	44,049	42,033	40,958	L36	99,469	95,189	93,177	92,099
L4/LP4	49,350	45,074	43,058	41,978	L37	101,765	97,484	95,467	94,389
L5/LP5	50,401	46,120	44,104	43,023	L38	104,094	99,818	97,082	96,724
L6/LP6	51,476	47,195	45,181	44,102	L39	106,451	102,173	100,156	99,081
L7/LP7	52,667	48,386	46,371	45,290	L40	108,930	104,650	102,636	101,554
L8/LP8	53,709	49,429	47,409	46,335	L41	111,469	107,187	105,170	104,091
L9/LP9	54,862	50,584	48,569	47,492	L42	114,070	109,789	107,780	106,669
L10/LP10	56,083	51,806	49,788	48,711	L43	115,582	111,343	109,354	108,203
L11/LP11	57,334	53,066	51,050	49,976	TLR 1	7,622	2,640	523	2,085
L12/LP12	58,501	54,223	52,207	51,127	MIN	12,898	6,450	2,603	4,116
L13/LP13	59,778	55,503	53,486	52,405	MAX				
L14/LP14	61,084	56,801	54,790	53,712	UNQ	Unqualified Pay Range			
L15/LP15	62,416	58,138	56,122	55,049	M	Main Pay Range			
L16/LP16	63,886	59,605	57,591	56,511	U	Upper Pay Range			
L17/LP17	65,185	60,905	58,896	57,810	LP	Learning Practitioner Range			
L18/LP18	66,638	62,361	60,341	59,264	L	Leadership Pay Range			

The above table is varied solely for a Headteacher whose Leadership Pay Range Point is at the top of the ISR Group for their School as follows so they are paid the lower salary:

ISR GROUP		Inner London	Outer London	Fringe Area	England & Wales
1	L18	65,978	61,743	59,743	58,677
2	L21	70,448	66,213	64,221	63,147
3	L24	75,264	71,025	69,034	67,963
4	L27	80,439	76,205	74,209	73,144
5	L31	87,973	83,738	81,742	80,671
6	L35	96,284	92,046	90,054	88,984
7	L39	105,397	101,161	99,164	98,100

Inner London: Barking and Dagenham, Brent, Camden, City of London, Ealing, Greenwich, Hackney, Hammersmith and Fulham, Haringey, Islington, Kensington, Chelsea, Lambeth, Lewisham, Merton, Newham, Southwark, Tower Hamlets, Wandsworth, Westminster.
Outer London: Barnet, Bexley, Bromley, Croydon, Enfield, Harrow, Havering, Hillingdon, Hounslow, Kingston-upon-Thames, Redbridge, Richmond-upon-Thames, Sutton and Waltham Forest.
Fringe Area: Basildon, Bracknell Forest, Brentwood, Broxbourne, Chiltern, Crawley, Dacorum, Dartford, East Hertfordshire, Epping Forest, Harlow, Hertsmere, St Albans, Sevenoaks Slough, South Buckinghamshire, Surrey, Three Rivers, Thurrock, Watford, Welwyn Hatfield, and Windsor and Maidenhead.

TEACHERS' PAY POLICY

Appendix 2: Extracts from Ofsted Inspection Handbook

Appendix 2: Ofsted Extracts

Extracts from **August 2016 Ofsted School Inspection Handbook**

28 Evidence for Inspection: ...Ofsted **will** usually expect to see evidence of the monitoring of teaching and learning and its link to teachers' performance management and the teachers' standards, but this should be the information that the school uses routinely and **not** additional evidence generated for inspection.

- the performance management information the school provides to governors
- any other relevant information with regard to the performance management process.

145. Inspectors will request that the following information is available at the start of the inspection: information about the school's performance management arrangements, including the most recent performance management outcomes and their relationship to salary progression, in an anonymised format.

148. Inspectors will consider whether governors understand how the school makes decisions about teachers' salary progression and performance

Extract from **July 2014 Ofsted Inspection Handbook**

163. Examples of the information headteachers could provide include:

- the proportion of staff who progressed through thresholds over the last three years
- the proportion who did not progress through thresholds over the last three years
- a table showing for each salary point, the number of staff, points they have moved from and the number that met their performance management objectives

TEACHERS' PAY POLICY

Appendix 3 – Post Threshold Standards

Appendix 3 – Post Threshold Standards

(1) Professional attributes

Frameworks

P1. Contribute significantly, where appropriate, to implementing workplace policies and practice and to promoting collective responsibility for their implementation.

(2) Professional knowledge and understanding

Teaching and learning

P2. Have an extensive knowledge and understanding of how to use and adapt a range of teaching, learning and behaviour management strategies, including how to personalise learning to provide opportunities for all learners to achieve their potential.

Assessment and monitoring

P3. Have an extensive knowledge and well-informed understanding of the assessment requirements and arrangements for the subjects/curriculum areas they teach, including those related to public examinations and qualifications.

P4. Have up-to-date knowledge and understanding of the different types of qualifications and specifications and their suitability for meeting learners' needs.

Subjects and curriculum

P5. Have a more developed knowledge and understanding of their subjects/curriculum

areas and related pedagogy including how learning progresses within them.

Health and well-being

P6. Have sufficient depth of knowledge and experience to be able to give advice on the development and well-being of children and young people.

(3) Professional skills

Planning

P7. Be flexible, creative and adept at designing learning sequences within lessons and across lessons that are effective and consistently well-matched to learning objectives and the needs of learners and which integrate recent developments, including those relating to subject/curriculum knowledge.

Teaching

P8. Have teaching skills which lead to learners achieving well relative to their prior attainment, making progress as good as, or better than, similar learners nationally.

Team working and collaboration

P9. Promote collaboration and work effectively as a team member.

P10. Contribute to the professional development of colleagues through coaching and mentoring, demonstrating effective practice, and providing advice and feedback.

TRAINING COSTS POLICY

S. TRAINING COSTS POLICY

1. POLICY

1.1 All members of staff are required to sign the agreement set out in Paragraph 2 below before commencing any training paid for by the Trust which is intended to lead to a qualification or which lasts longer than 4 days in any academic year or which costs more than £1000.

1.2 This text will be included in all employment contracts issued from 1 September 2016. There will be no need to obtain a separate agreement if the employee has signed an employment contract containing this wording.

1.3 The aim is to ensure that the Trust receives sufficient benefit from its investment in training.

2. TEXT OF AGREEMENT

AGREEMENT BETWEEN

- A) NAME ADDRESS (You)
- B) Avanti Schools Trust of Camrose
Avenue Edgware, Middlesex, HA8
6ES (us).

Repayment of training costs

1. From time to time we may pay for you to attend relevant training courses. In consideration of this, you agree that if your employment terminates after we have incurred liability for the cost of you doing so you will be liable to repay some or all of the fees, expenses and other costs (including the costs of cover) (the **Costs**) associated with such training courses in accordance with clause 4.

2. For the purposes of this agreement a relevant training course is one which:

- a) Leads to a qualification; or

- b) Requires you to not attend work for at least 5 working days in an academic year; or
c) Costs more than £1000.

3. This agreement shall not apply to training for child protection or health and safety.

4. Except in the circumstances set out in clause 5, you shall repay us as follows:

(b) if you cease employment before you attend the training course but we have already incurred liability for the Costs, 100% of the Costs or such proportion of the Costs that we cannot recover from the course provider shall be repaid;

(c) if you cease employment during the training course or within 12 months of completing the training course, 100% of the Costs shall be repaid;

(d) if you cease employment more than 12 months but no more than 18 months after completion of the training course, 50% of the Costs shall be repaid;

(e) if you cease employment more than 18 months but no more than 24 months after completion of the training course, 25% of the Costs shall be repaid.

Thereafter, no repayment shall be required.

5. You shall not be required to repay any of the Costs under this Agreement if:

(a) we terminate your employment, except where we were entitled to and did terminate your employment summarily; or

(b) you terminate your employment in response to a fundamental breach by us.

TRAINING COSTS POLICY

6. You agree to us deducting the sums under this agreement from your final salary or any outstanding payments due to you.
7. You agree that if we waive your obligation to repay the Costs under this agreement, you will be solely responsible for any income or other tax payable as a result of the waiver and you shall indemnify us on a continuing basis in relation to any such tax.

Signed by You

Signed by **NAME** on behalf of Avanti Schools Trust